

# Terms & Conditions – Booking & Cancellation Policy

These terms and conditions may be amended from time to time and apply to all of our services.

By accessing, browsing, using and/or completing a reservation through our (mobile) website you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below.

Arctic Adventures is a tour operator, offering a wide range of adventure tours in Iceland.

Bookings can be made directly through Arctic Adventures, its sub-brands and/or any other website through which Arctic Adventures makes their services available. If you are having any problems booking through Arctic Adventures website [www.adventures.is](http://www.adventures.is) then please contact our [Customer Support Team](#).

Arctic Adventures reserves the right to alter itineraries and/or timetables should it be necessary, due to adverse weather and or other related conditions. Arctic Adventures is not responsible for expenses and/or other related costs due to factors outside of its control, such as flight delays, changes and or cancellations, injuries, weather, war, natural disasters etc. and/or other unforeseeable matters. You are responsible for providing Arctic Adventures with the correct contact information and related details so that we can keep you informed in the event of changes made to the services booked.

## 1. Prices

Please note that all prices for the services provided by Arctic Adventures and its sub-brands are in the company's local currency, Icelandic Krona (ISK). As a local operator, Arctic Adventures cannot be responsible for currency fluctuations and or additional fees outside its control that may be applied such as bank transfer fees, credit card fees and etc.

All charges are made in Icelandic krona, ISK. On [adventures.is](http://adventures.is) you can view an estimate of prices in USD and EUR. This is only to help you understand the approximate price. Your credit card will always be charged in ISK. We also refund in ISK. Since Arctic Adventures does not charge any booking or transaction fees we can not be held liable for any loss due to fluctuations in currency exchange rates during transactions, nor any third party transaction fees that may occur at the time of payment and/or refund. Keep in mind that your card issuer may charge you a foreign transaction fee.

## 2. Special offers & Promotional codes

Please note that special offers such as promotional codes cannot be applied to a reservation after purchase has been made such as in the form of a refund. When offered, promotional codes and/or other special offers, must be entered into the relevant field located on the payment page upon check out at the time of booking in order to be valid and applied.

### 3. Best Price Guarantee

We guarantee that you always get the lowest price when you reserve a tour through our direct channels.. or we'll match the lower price! It's easy to apply for the Best Price Guarantee on [www.adventures.is](http://www.adventures.is)

Here's how it works:

1. *Make a confirmed reservation through one of our direct channels (any Arctic Adventures website).*
2. *If in the following 24 hours you find a lower online rate for an equivalent offer on another website (same tour, same date, same departure time etc.) send us a mail through our [Customer Support Team](#), attaching the required supporting documents to request application of the best price guarantee. Please note that holiday pricing and special offers and promotions do not fall under the best price guarantee. For the best price guarantee to be applicable the other offer has to be for the same tour, same date, same departure time and have the same inclusions, cancellation policy and conditions.*
3. *One of our agents will then check that the lower rate on the other website complies with the Terms & Conditions of the Best Price Guarantee according to the rate and conditions you provide. If the rate mentioned meets the necessary Terms & Conditions, we will process a refund for the price difference and send you an email confirmation once processed.*
4. *If the rate mentioned does not meet the necessary Terms & Conditions, we will send you an email response justifying our answer.*

### 4. Pick-up & Drop-off Services

Arctic Adventures offers pick up and drop-off services for most of its tours. Please read the tour description very carefully to see if pick-up and drop-off services are included in the price, can be added as an extras or the activity in question only offers the option of meeting us on location.

You as the traveler are responsible for your pick-up, this includes providing Arctic Adventures with your pick up location in time as well as being ready at the correct time for the pick-up for your tour. Arctic Adventures will provide you with information about your pick up time on your voucher which is provided upon booking. If you are unsure when to be ready for your scheduled tour then please contact our [Customer Support Team](#).

Please note that missing the pick-up does not entitle you to a refund of the price paid for the services. You are responsible to be ready for pick up at the assigned pick up point from the start of the pick up time in order to not miss our guides when they arrive to pick you up.

## **5. Meeting us on location**

If you are planning to meet us on location for your tour then please be sure that this can be arranged. For most of Arctic Adventures tours, it is possible to meet us on location. Please read the tour description of your tour very carefully to see if meeting us on location is possible for the activity in question. Please note that there are still some tours where this can not be offered. If you are unsure which tours this follows under then please contact our [Customer Support Team](#).

You as the traveler are responsible for arriving to the meeting point in time for your tour. This includes being ready at the correct time at the correct location in time for your adventure tour. Arctic Adventures will provide you with information about the meeting point for your tour on your voucher which is provided upon booking. If you are unsure when to arrive for your scheduled tour then please contact our [Customer Support Team](#).

Please note that if you do not arrive in time for your tour and/or are late to the meeting point of the tour, that is to say you do not arrive to the correct meeting point at the correct time for your adventure tour then you are not entitled to a refund of the price paid for the services.

## **6. Extras & Rental gear.**

Extras and rental gear can both be added upon booking your tour as well as afterwards as long as it is made no later than the evening before your tour departure date. If you have already made a reservation with us and would like to add any extras and/or rental gear to your reservation then please contact our [Customer Support Team](#).

Please note that all extras and rental gear reservations are final. No refund is given for extras & rental gear, this includes single supplements, hiking shoes, waterproof jacket and pants etc.

Safety equipment needed for each tour is provided by Arctic Adventures and is not classified as rental gear.

## **7. Travel insurance**

As with any and all world travel, we strongly recommend that you purchase travel a travel insurance policy in your home country that covers your cost should you have to cancel your travel reservation with short notice. These kind of travel insurances are not expensive and frequently cover other risks. Having travel insurances is always a good idea when traveling around the world.

## **8. Icelandic weather and conditions**

All adventure trips and outdoor activities are dependent on weather and general conditions. Arctic Adventures reserves the right to alter routes, itineraries, departure times and or cancel your trip without prior notice with your safety in mind, should the necessity arise.

Please keep in mind that Iceland is and will always be Iceland. The weather changes fast on our northern island and with it, conditions change. Our guides are specially trained to deal with changing conditions and their number one priority is to make decisions with your safety in mind. Please be aware of this and respect your guides authority to do so. This is especially valid for winter travel in Iceland. Our summer trips (excluding high alpine trips), operated from June through August, are rarely adversely affected by harsh weather.

Arctic Adventures can not be held responsible for any loss, damage, accident, injury, sickness, schedule change or other factors due to weather, strike, natural disasters or any other cause beyond Arctic Adventures's control. Arctic Adventures acts in good faith and cannot be held responsible for defaults or delays of organizations that are not a part of the Arctic family such as individual agencies, hotels, other tour operators, airlines, guides, restaurants or any other person's or company's act.

In the case of any changes to flights (domestic and international), the passenger is responsible for any additional costs incurred as a result of such changes (i.e. additional hotel nights, meals, transfers, etc.), at the time provided. We, therefore, advise all customers to have comprehensive travel insurance to meet all contingencies.

## **9. Clothing**

Appropriate footwear and suitable outdoor clothing must be worn. We reserve the right to refuse participation to customers who are dressed inappropriately

or with inappropriate footwear since this will put the client's well-being and safety at risk.

## **10. Luggage**

Please note that Arctic Adventures cannot be held responsible for damaged luggage if it is taken on the tour. Luggage storage can be bought as an optional extra if the customer would like to securely store their luggage while on the multi-day adventure.

## **11. Assumed risk & Outdoor activities**

Guests/Clients are advised that all activities are undertaken entirely at their own risk and they must behave in a fit and proper manner at all times in accordance with Arctic Adventures, Arctic Rafting, Glacier Guides, Trek Iceland, Snowmobile.is or their partners' guidelines and must take proper responsibility for their own safety. All adventure tours and outdoor activities carry inherent risks and Arctic Adventures or its partners do not assume any responsibility for accidents that are caused by its customers or can be traced to their own actions or are caused by factors outside of human control (Force majeure). With the purchase of your trip you agree to these conditions, understand its implications and accept responsibility for your participation in your trip. Depending on the excursion, you may be requested to sign an additional liability release.

Our guides reserve the right to refuse participation to any customer who they believe will not be able to complete the tour because of their physical condition, injury or illness. In such cases, full cancellation charges apply.

We reserve the right to refuse participation to clients that are being physically or verbally abusive, or if they pose a threat to staff members or fellow travelers in any other way.

## **12. Alcohol and drugs:**

We reserve the right to refuse participation to clients we believe are under the influence of alcohol or drugs, in such circumstances, no refund shall be given. Our guides reserve the right to refuse participation to any customer whose conduct or manner is likely to cause offence, upset or put other passengers in danger. In such cases, full cancellation charges apply.

## **13. Reviews & Feedback**

Arctic Adventures welcomes all feedback, both positive as well as negative as it helps us improve our overall services, and performance. We would greatly

appreciate it if you could share your tour experience with us.

Please note that all complaints must reach Arctic Adventures within 5 days from the completion of your tour. Otherwise, possible compensation is not valid.

## Arctic Adventures Cancellation Policy

All cancellation fees held by Arctic Adventures are only intended to cover our direct cost of amending and/or canceling your reservation.

All communications relating to these terms and conditions (in particular any requests to cancel or amend your tour arrangements) must be from the lead traveler of each reservation and processed through the [My Adventures](#) portal where travelers can manage their bookings. Once delivered the amendment and/or cancellation needs to be confirmed by Arctic Adventures before further action can be taken. If reimbursement is in order, then it shall be made in accordance with all procedures and processed as quickly as possible, and the stipulated amount will be transferred to the same credit card that was used upon booking. Please note that we can not be responsible for delays of the delivery of the reimbursement to your account once it has been processed on our end. For tours purchased through another vendor please reach out to the vendor directly with your refund and/or cancellation request. The cancellation policy applies to the original booking departure date the tour has been booked for. Due to unusual circumstances and high load, it may be expected that cancellation process will take up to 6 – 8 weeks after cancellation is registered in our systems.

### Cancellation fees & charges

As we start to incur costs from the time the contract is confirmed we will apply cancellation charges as shown below from the time when written notification of the cancellation is received:

#### Cancellation of Day Tours

More than 24 hours' notice Full refund

Less than 24 hours' notice No refund

For all bookings of day tours operated by Arctic Adventures (or any of Arctic Adventures sub-brands), **a minimum of 24 hours'** notice of cancellation or amendment prior to your scheduled tour departure is required **for a full refund**. If a cancellation is made with less than 24 hours' notice prior to

departure no refund is given. For the 24-hour policy to be applicable cancellations need to be made and delivered to Arctic Adventures through the [My Adventures portal](#). The 24-hour policy does not honor cancellation requests sent through other channels.

Please note that this does not apply to airplane or helicopter tours, see here below for details.

### **Cancellations of Multi-day, Self-Drive, Stopover Packages, Group & Trekking Tours**

More than 28 days' notice	90% refund
Less than 28 days' notice	50% refund
Less than 48 hours' notice	No refund

#### **Cancellations with more than 28 days' notice before trip departure:**

You will be refunded 90% of the total tour price. 10% is non-refundable, as this represents our direct cost of booking and preparing your tour.

#### **Cancellations with less than 28 days' notice before trip departure:**

You will be refunded 50% of your total tour price. 50% is non-refundable, as this represents our direct cost of canceling any arrangements made for your tour.

#### **Cancellations with less than 48-hours' notice before trip departure:**

No refund will be given if tours are canceled with less than 48 hours' notice, as Arctic Adventures will be charged for all costs such as guides, transport etc.

**10% of the price of your trip is non-refundable**, this percentage reflects our cost of booking and preparing your trip.

Self Drive tours are not eligible for partial cancellations of included activities and/or passenger count. Complete cancellations follow the terms mentioned here above.

**Note:** If you've booked a multi-day tour with a promo code MULTIDAY15 between March 13 and June 15, 2020, you can cancel your booking up to 72 hours before the tour starts and get a full refund. If you cancel the tour within the 72-hour period before the tour begins, no refund will be issued to the traveler. Otherwise, it will follow the standard terms and conditions. This offer is

valid only for the travel period between March 15 and December 31, 2020.  
(updated: March 24, 2020)

### **Cancellations of Private & Customized Tours**

More than 8 weeks' notice	90% refund
Less than 8 weeks' notice	50% refund
Less than 4 weeks' notice	No refund

Cancellations made with **more than 8 weeks' notice** (prior to departure):

You will be refunded 90% of the total tour price. 10% is non-refundable, as this represents our direct cost of booking and preparing your tour.

Cancellations made with **less than 8 weeks' notice**:

You will be refunded 50% of the total tour price. 50% is non-refundable, as this represents our direct cost of canceling any arrangements made for your tour.

Cancellations made with **less than 4 weeks' notice**:

No refund will be given if tours are canceled with less than 4 weeks notice, as Arctic Adventures will be charged for all costs such as guides, transport etc.

*If a tour is booked with less than 8 weeks' notice, please ask for a customized cancellation policy.*

### **Cancellations of Airplane & Helicopter Tours**

More than 72 hours' notice	90% refund
Less than 72 hours' notice	50% refund
Less than 48 hours' notice	No refund

Cancellations made with **more than 72 hours' notice** (prior to departure):

You will be refunded 90% of the total tour price. 10% is non-refundable, as this represents our direct cost of booking and preparing your tour.

Cancellations made with **less than 72 hours' notice**:

You will be refunded 50% of the total tour price. 50% is non-refundable, as this represents our direct cost of canceling any arrangements made for your tour.

### **Cancellations made with less than 48 hours' notice:**

No refund will be given if tours are canceled with less than 48 hours' notice, as Arctic Adventures will be charged for all costs such as guides, transport etc.

Please make sure to fill in and/or provide all necessary details upon booking your adventure tour/s. Once you have completed the booking process a booking confirmation will follow, containing your booking number and the voucher/s for the services booked. The voucher will be your proof of payment so please bring it with you on the day of your tour. Please note that you are responsible for carefully checking all details on your confirmation and related travel documents to ensure that they are correct. In the event of a discrepancy, such as booking mistakes where the wrong date and/or an incorrect number of participants was booked please contact Arctic Adventures immediately as it may not be possible to make amendments to your reservation when it gets closer to your departure date. Arctic Adventures cannot be responsible for mistakes in the booking process.

### **Car Rental – Terms and Conditions**

This applies to the rental cars that are included in Self Drive packages, and direct rentals. Rental Contracts are exclusively entered into at branch locations of of the car rental company, its affiliates or their respective franchisees.

#### **Obligations of the Lessee:**

- 1) The lessee agrees to the provisions of this lease and has received a copy of it.
- 2) The lessee will return the automobile:
  - a) And all accessories (including tires and tools) in the condition they were when received, with the exception of normal wear due to use.
  - b) On the date specified in this lease, unless otherwise agreed upon later.
  - c) To the lessor's premises, unless otherwise specified.
- 3) If the lessee does not return the automobile at the time agreed upon in this lease, or does not declare his intention to extend the lease, the lessor or the police is authorized to repossess the vehicle without further notice and at the lessee's expense. Extending the lease is dependent upon the consent of the lessor. If the lessee returns the vehicle 1 hour or later after the lease has expired, the lessor is authorized to demand up to 24-hours rental under the terms of this lease.

4) The vehicle shall be handled and driven carefully. Only those named as drivers on the first page of this agreement are authorized to drive the automobile. The lessee is liable for damages resulting from the use of the automobile for which no compensation will be paid by the vehicle's insurance company. This includes damage to the automobile and/or injury to passengers due to the following:

- a) Off-road driving.
- b) Driving across rivers or any kind of water course.
- c) Intentional acts or gross negligence.
- d) Use of intoxicants by the driver.
- e) Vehicle use that contravenes Icelandic law and/or the provisions of this lease.

5) In the event of a collision or accident, the lessee shall immediately notify the appropriate police authorities as well as the lessor of the incident, and the lessee may not leave the scene before the police has arrived.

6) The number of kilometers (km) that the vehicle will be driven while this lease is in force is determined by reading a normal odometer supplied with the vehicle by the manufacturer. The lessee shall notify the lessor as soon as possible if the odometer is out of order or stops functioning during the term of the lease.

7) The lessor is not responsible for the disappearance of or damages to property that the lessee or any other party leaves in or transports with the vehicle.

8) The lessee agrees to pay the lessor, upon request:

- a) A deposit amounting to the estimated cost of hiring the car.
- b) Any and all expenses incurred by the lessor if he has to bring the vehicle back to his premises, in the event that it has been left somewhere without supervision, regardless of the condition of the vehicle, the roads or the weather.

9) The lessee is not authorized to have repairs done or make changes to the vehicle or its accessories, or to put the vehicle up as any kind of security, without the prior consent of the lessor.

10) The lessee is liable for all parking meter charges and fines for breaking traffic laws.

11) The lessee is not authorized to use the vehicle for transporting passengers for payment, loan it to others, or sublease it.

**Obligations of the Lessor:**

12) The lessor will supply the vehicle at the agreed time and make sure it meets all the demands.

13) If the vehicle malfunctions, the lessor shall supply the lessee with a comparable vehicle as soon as possible. If the damages are minor, the lessor is authorized to have repairs done on the vehicle after obtaining the lessee's consent.

14) The lessor shall inform the lessee of the content of this agreement, particularly as to the regards of the obligations that the lessee undertakes by signing it.

15) The lessor shall inform a foreign lessee about Icelandic traffic regulations, traffic signs, and regulations banning off-road driving. The lessor shall particularly point out the danger stemming from animals on the roads.

16) If the lessor wants to limit the use of the vehicle in regard to its equipment and/or road conditions, this shall be done in writing before this lease is signed.

17) The lessor will maintain valid liability insurance for his business operations.

**Insurance:**

18) The lease sum/rental fee includes mandatory vehicle insurance, that includes liability insurance and accident insurance for the driver and the owner.

19) Third-party liability insurance consists of the amount stipulated by Icelandic law at any given time.

20) The lessee can purchase separate accident (All-risks) insurance. This policy will specify the amount deductible in each instance of loss.

21) This accident/all-risks insurance does not cover:

a) intentional damages or damages due to gross negligence on the part of the driver.

b) damages resulting from the driver being under the influence of alcohol, stimulants or sedatives, or in any other way incapable of driving the vehicle in a safe manner.

c) Damages due to race or test driving.

d) Damages due to war, revolution, civil unrest, riots.

e) Damages done by animals.

f) Holes burned into seats, carpets, or mats.

g) Damages affecting only wheels, tires, suspension, batteries, glass (other than windows), radios, or loss by theft of parts of the vehicle and damages resulting from this.

h) Damages caused by driving on rough roads to the vehicle's transmission, drive, other parts that are in or attached to the chassis; damages to the chassis resulting from the vehicle scraping bottom on rough roads as a result of ridges being left by road graders; stones lodged in the road surface or on the shoulder of the road. The same applies to damages occurring when stones are thrown up, striking the underside of the vehicle during driving.

i) Damages resulting from driving in places where vehicle traffic is prohibited, such as paths, tracks, banks of snow, ice, unbridged rivers or streams, beaches, places only accessible at low tide, or other trackless areas. However, compensation will be paid for damages if the driver is forced to leave the road, for example, due to road repairs.

j) Damages caused by sand, gravel, ash, pumice, or other kinds of earth material being blown onto the vehicle.

k) If the vehicle is transported by sea, no compensation will be paid for damages caused by sea spray/seawater.

l) In other instances, reference is made to the general conditions for accident /All-risks insurance.

22) The lessee may purchase special Gravel protection (GP), Theft protection (TP), and Super collision damage waiver (SCDW).

### **General provisions**

23) This lease agreement should be kept in the vehicle at all times.

24) Additions and amendments to the conditions and provisions of this lease agreement shall be made in writing.

25) Icelandic law applies to agreements made on the basis of the terms cited above. This includes any claims for compensation that might be made. It also applies to the basis for and the calculation of compensation. The same applies to claims for damages based on liability outside this agreement. If legal disputes arise concerning this lease agreement, they will be heard before the lessor's legal venue.

26) It should be pointed out that disputes between the parties to this lease agreement can be submitted to the active Arbitration committee of the Icelandic Consumers Association and the Icelandic Travel Industry Association.

27) In the course of the performance of the rental process, it is necessary to collect some personal data. It is mandatory to provide all the requested information. In the absence of such information, car rental organization will not be able to correctly process your rental. The car rental service provider will use your personal data to assist you with reserving, renting, and leasing vehicles and for marketing purposes. You may correct factual errors in that data or exercise your right to access, update, or delete personal data by sending a request to the car rental company using the contact details provided in the rental agreement that you signed when you collected the vehicle. The Data Controller may transfer your personal data to entities in the car rental association located in: (i) the EU or (ii) the United States which adhere to the Safe Harbor principles. The company may use your personal data to (i) provide effective services, (ii) conduct analytic and/or direct marketing activities, and (iii) allow the car rental service provider to undertake customer satisfaction surveys by email or by contacting you on your cell phone or other number listed on the rental agreement or otherwise provided to the car rental service provider. Where required by law, you consent to the use of your personal data for the purposes in this section and to the transfer of your personal data to entities in the car rental service provider located outside of your country. For more information, please consult the car rental service provider. They may also use and disclose personal data to respond to legal requirements (e.g. request from law enforcement agencies), to enforce local policies, to respond to claims or to protect the rights, property, or safety of others.