

# NORDIC ODYSSEY – COMMERCIAL TERMS & CONDITIONS

*Business ID: 3208145-8*

*Nordic Odyssey*

*Jaakonkatu 4-6, 96200 Rovaniemi (FINLAND)*

**The following terms and conditions shall be applied for tours, holiday packages, guided services and other related services offered and/or delivered by Nordic Odyssey in Rovaniemi and in any other area of Finland, Sweden and Norway.**

**Services and Prices:** The prices and the services offered and to be delivered by Nordic Odyssey under these Terms & Conditions are set out in the program descriptions for each program service / tour / package. The given prices include VAT according to the Taxation Laws and Regulations of Finland. The standard currency is EUR; prices in SEK and NOK are automatically converted in EUR which might create a slight variation in the final price.

Nordic Odyssey reserves the right to change the prices in case of any unforeseen increases in costs (including but not limited to taxes, fuel prices, sub-contractor costs etc.) beyond the control of Nordic Odyssey.

Nordic Odyssey offers a preferential rate on its own website [www.nordicodyssey.net](http://www.nordicodyssey.net) and cannot be held responsible for any price difference existing on partners' reselling platforms. Advertised discounts and promotions are subject to availability of the product in question.

**Services included:** the services included in (and excluded from) the tour / package offered are clearly mentioned in the descriptions of the product in question. Usually, multi-day packages include a standard accommodation (twin room) in full-board. Flights/train tickets are usually not included.

**Reservation:** Reservations received by Nordic Odyssey are considered as confirmed upon receipt of full payment by Nordic Odyssey or, when applicable, upon receipt of the partial deposit payment. Online bookings are automatically confirmed with an email notification to the customer upon payment receipt. For reservations made by email, an invoice quote is sent by Nordic Odyssey to the customer and payment is operated by bank transfer. For early bookings, payment may be arranged with a first partial deposit to confirm the booking (usually 30% of the total amount) and a later completion payment before the delivery date (usually 70% of the total amount).

**Booking change:** Any request to amend a booking must be sent in writing to [info@nordicodyssey.net](mailto:info@nordicodyssey.net) at least 48 hours prior to the delivery of the first services or, in the case of Northern Lights tours, before 12:00 PM (GMT+2) on the day of the tour. Nordic Odyssey reserves the right to accept, or decline, any request to amend the booking.

**Cancellation:** For cancellations, please inform [info@nordicodyssey.net](mailto:info@nordicodyssey.net). The requested cancellations are subject to the approval of Nordic Odyssey. Cancellations fees are calculated according to the date of receipt of the request by Nordic Odyssey.

**Cancellation terms:** Standard cancellation fees apply as follows:

- cancellation fee of 100% if booking is cancelled 24 hours or less before the event;

- cancellation fee of 50% if booking is cancelled 7 days or less before the event;
- cancellation fee of 10% if booking is 7 days or more before the event.

The event includes all services offered in the tour/package; the services of one tour/package cannot be dealt separately nor independently. The date of the event for the calculation of the cancellation fees is the date of the delivery of the first services included in the tour / package.

Depending on the product, cancellation policy may be stricter than the abovementioned standard cancellation policy: in all cases, the cancellation policy of the package is always mentioned in the services description. In case that subcontractor's or third-party supplier's cancellation terms are stricter, their cancellation terms will be followed. Minimum cancellation fees of 10% covering the administration and transaction fees will always be applied when cancelling. For the accommodation, the cancellation terms of third-party suppliers are followed.

**Child Policy:** Child rate applies to children between the ages of 0 – 12 years old, unless otherwise mentioned in the description of the services. Young infants (under 4 years old) participating in the programs must be declared at the moment of booking and may be refused for safety reasons. In general, young infants are not recommended on any tour / package offered by Nordic Odyssey; Nordic Odyssey reserves the right to refuse, even at the last moment, the participation of any infant for safety reasons or for the comfort of the rest of the group. In this case, Nordic Odyssey will issue a full refund of the infant fee and of the adult participant who will have to stay with the infant.

**Service language:** English is the official language used in guiding and all other services. Specific languages may be offered but this option has to be expressly requested long enough before the tour. Specific language services may be subject to additional fees.

**Travel Insurances:** Participants are required to have their own insurances to take part on any tour provided by Nordic Odyssey. The insurance should especially cover snow adventure sports, impossibility to travel, damages and harms caused to others, and any other unexpected costs. EU, EEA and Swiss citizens, who have a valid European Health Insurance Card (EHIC) are entitled to medical services in Finland while visiting here. It will be provided in accordance with the legislation of Finland.

**Safety:** All participants must follow the briefings carefully on all tours and obey all safety instructions given by the present guide. Anyone taking part in the tour is required to dress appropriately according to the weather and actual conditions of the tour. Participation in all safaris/tours is at one's own risk. Some programs such as snowmobile, husky safaris or long hiking trips can be physically demanding and participants may be exposed to vibrations. If participants are having any type of health problems, including, but not limited to, heart disease, back problems or similar, or if they are pregnant, they should contact medical experts prior the participation.

**Snowmobile Driving:** According to local legislation, participants in snowmobile safaris must be able to present a valid driving license if they want to drive the snowmobile. Snowmobile safaris are always twin driving, which means that there are two participants per snowmobile (one driver, one passenger) and they can switch their seat during the tour. Solo driving (one person / snowmobile) is possible at extra cost and must be requested prior the participation.

**Border Crossing:** Services offered by Nordic Odyssey may involve the crossing of borders between Norway, Sweden and Finland. Participants must be able to present a valid passport or

ID document and are responsible to hold a valid visa or any other document they could be requested to enter the new country. Nordic Odyssey is not responsible if local authorities refuse the entrance of the participants on the territory due to administrative reasons; in such a case, participants shall hold any extra costs involved by their own defect.

**Third-party supplier:** Nordic Odyssey is working in collaboration with other local trusted partners to offer a wide range of arctic experiences and accommodation. Nordic Odyssey may resell tours and package services delivered by third-party suppliers on their website [www.nordicodyssey.net](http://www.nordicodyssey.net) or at their front desk. In addition to the present terms and conditions, the terms and conditions of the third-party will apply. Nordic Odyssey cannot be held responsible for defects in the service delivered by a third-party supplier but, in case of complaint, we will investigate and offer as much support as possible to the customers.

**Equipment Rental:** any equipment rented from Nordic Odyssey shall be used only in a manner and for the purpose intended by the manufacturer. The equipment shall be returned to Nordic Odyssey on an agreed time and at an agreed location in the same condition as at the moment of receipt of the equipment, excluding normal wear and tear caused by reasonable and regular use. The lessee shall bear full liability for accidental destruction, damage, loss, theft, fire, misuse or other risks associated with the rented equipment. The lessee shall pay the rental fees and, upon loss or destruction of the equipment, the lessee shall pay the market value of the equipment determined by Nordic Odyssey or a fair cost of restoration or repair of the equipment.

**Use of image and digital content:** All participants accept that photographs, videos and digital contents produced during the tour / programs offered by the staff members of Nordic Odyssey, including content that display their image, may be used for the marketing of Nordic Odyssey and the promotion of their services. Nordic Odyssey commits not to sell, share with third-parties, or use for any other purposes than marketing of their own services, the digital contents that display the image of participants without their prior consent. Participants may contact Nordic Odyssey ([info@nordicodyssey.net](mailto:info@nordicodyssey.net)) to request that digital contents displaying their image are not used for marketing and promotional purposes; such requests must be made in writing before the start of the tour.

**Applicable Law and Jurisdiction:** These terms and conditions shall be governed by and construed in accordance with the Finnish Law. The Finnish Courts shall have the exclusive jurisdiction to settle any dispute, controversy claim related to such a demand. The District Court of Lappeenranta (in Finnish: Lapin käräjäoikeus), placed in Rovaniemi, shall be the court of first instance. Severability if any part, term or provision of these terms and conditions are partly or wholly held invalid, illegal or unenforceable, the validity or enforceability of other provisions, extent part and remainder of these terms and conditions shall remain in full force and effect.