

Sandsjögården - Holiday Resort i Sandsjö AB and Northern Adventures & Resorts AB Terms & Conditions

§1 Area of application

(1) These terms & conditions apply for the accommodation in a cabin/holiday house/suite, all SJG Adventures and for all extra services and supplies provided by Sandsjögården - Holiday Resort i Sandsjö/Northern Adventures & Resorts, hereafter referred to as SJG/NA, for their clients.

(2) For subtenancy or subletting of a cabin/holiday house/suite as well as using the accommodation for a purpose other than accommodation, the prior written agreement of SJG/NA is mandatory, unless the client is also the consumer.

(3) Terms & Conditions of a client only apply if this has been explicitly and in written form agreed upon.

§2 Contract conclusion, co-contractor, limitation period

(1) From the moment SJG/NA confirms the client's request, the contract is effective, i.e. that even when a client requests an accommodation by phone call and SJG/NA speaks an oral confirmation, a contract conclusion with SJG/NA is made. SJG/NA may decide to send a written confirmation for the accommodation booking.

(2) Co-contractors are SJG/NA and the respective client. If a third party placed the order on behalf of a client, the third party together with the client is liable for the contract fulfilment, in case SJG/NA was provided with a respective instruction of the third party.

(3) All claims raised against SJG/NA in general lapse one year after the regular undisclosed lapse-period. Claims for damage undisclosed lapse within 5 years. A foreshortening of the lapse-period is not applicable for claims based on a purposely and grossly negligent breach of duty by SJG/NA.

§3 Service, supply, rates, payment, compensation

(1) SJG/NA is obliged to hold the booked accommodation ready for the client and to deliver the agreed services and supplies.

(2) The client is obliged to pay to SJG/NA the agreed rate for the booked accommodation, adventure and any further service and supply. This also applies for services/supplies booked by SJG/NA in the name of the client with third party suppliers.

(3) The agreed rates are including VAT according to Swedish Tax Law. If the period between booking and execution of the contract is more than 4 months and SJG/NA

raises its rates during this time, the agreed rate with the client may also be increased by SJG/NA, but not more than 5%.

(4) Rates may be adjusted by SJG/NA, if the client after booking completion changes the number of booked accommodations/persons, the length of the stay or the amount of booked services and supplies, and if SJG/NA agrees to these changes.

(5) If nothing special was agreed upon, invoices issued by SJG/NA are to be paid within 10 days. After this period SJG/NA at any time may demand an immediate settlement of the invoice. Upon payment delays, SJG/NA may also issue the legal interests and charges for late payments in the amount of 10% above the basic interest rate.

(6) SJG/NA in general charge full amount upon booking. SJG/NA may after contract conclusion, agree upon an appropriate prepayment or deposit. The amount of the prepayment and the payment conditions must be specified in the written contract.

(7) The client may only demand a compensation or reduction for an undisputed and legal demand of SJG/NA.

§4 Cancellation by client / Non-claiming of SJG/NA's services and supplies (No Show)

(1) A client cancellation must be agreed by SJG/NA in written form. If not, the agreed contract rate must be paid even in the case that the client does not claim the services/supplies. If there is a legal reason to cancel the contract without effects, SJG/NA has to accept the client's cancellation.

(2) If SJG/NA and the client agreed upon a date for free cancellation in written, the client may opt out of the contract until the written date with no cost effects for the client. If the client doesn't claim the opt out right in written form until agreed date, the cancellation claim is no longer valid, except for a case written in (1), 3rd sentence.

(3) For services/supplies, not used by the client (voluntary cancellation of the contract), the general cancellation policy of SJG/NA is effective, which means a refund of not used services/supplies in form of vouchers. For cancelled services/supplies booked with third party suppliers, their own cancellation policies and terms & conditions are effective.

(4) SJG/NA may decide to claim the agreed payment and to discount the not affected expenses in a flat rate. In this case the client is obliged to pay a minimum of 90% of the agreed rate for accommodation with or without breakfast, 70% for half-board and 60% for full-board.

(5) In case the contract for services/supplies by SJG/NA can not be used by the client, due to non-predictable incidents, that make it impossible for the client to fulfill his part of the contract, any claim for refunding is void.

§5 Cancellation by Sandsjögården - Holiday Resort i Sandsjö/Northern Adventures & Resorts

(1) For the case that a free cancellation within a certain time period was agreed upon with the client, SJG/NA may opt-out of the contract, if other clients are requesting a booked accommodation/adventure and the client, after request of SJG/NA, does not issue his right to opt-out of the contract.

(2) Should an agreed payment, prepayment or deposit according to § 3 no. 6 not be issued by the client, even after request of SJG/NA - SJG/NA may decide to opt-out of the contract.

(3) More, SJG/NA may execute an extraordinary cancellation of a contract, if an objective argument claims a cancellation, e.g. if

- An act of nature beyond control makes an execution of a contract impossible;
- Accommodations are booked by a person purposely misleading SJG/NA by using wrong personal data or disguising the purpose of booking;
- SJG/NA has a justified assumption that executing the contract might disturb a smooth business flow or harm the security or image of SJG/NA in public, without having control over a security or image issue;
- A violation of § 1 no. 2 is at hand.

(4) If SJG/NA's cancellation is eligible, the client has no right for demand for compensation.

§6 Preparing, handing over and returning an accommodation

(1) The client has no claim to be provided with a specific accommodation.

(2) The booked accommodation is available to the client as of 15:00 hrs on the agreed arrival day.

(3) The client has no claim for an earlier check-in time.

(4) On the agreed departure day the accommodation must be returned to SJG/NA no later than 12:00 hrs (Check out time). Check out delays until 18:00 hrs may be charged with 50% of the standard accommodation rate. From 18:00 hrs SJG/NA has the right to charge an extra night (100%) of the standard accommodation rate.

§7 Liability of Sandsjögården - Holiday Resort i Sandsjö/Northern Adventures & Resorts

(1) SJG/NA is liable to all its commitments in the contract. The client's demands for compensation are excluded. Exceptions are damages to life, the client's body or health, proven to have occurred by a purposely and grossly negligent breach of duty by SJG/NA and pandemic. Upon an eligible complaint by the client, SJG/NA will aim to eliminate the reason for complaint or keep the damage as low as possible. The client is liable to contribute a reasonable amount of effort, to eliminate a disruption and to keep the damage as low as possible.

(2) SJG/NA is not liable for stolen or damaged motor vehicles parked on Sandsjögården - Holiday Resort's real estate. The exception is purpose and a grossly negligent breach of duty.

§8 Exclusion of liability

SJG/NA is not liable for a not fully or proper executed contract due to:

- a neglect of the client
- unforeseeable or inevitable failure of a third party, who is not involved in executing the contracted services
- a force majeure or an event, which despite all diligence neither could have been foreseen nor averted by SJG/NA.

§9 Insurance

The contract's price does not include any insurances. We highly recommend to procure a travel cancellation insurance and an according travel health insurance. SJG/NA is not liable for physical or property damages occurred during a stay at the holiday resort or while participating in one of SJG/NA's adventures.

§10 Customer liability

(1) The client is liable for the loss or damage of furnishings and equipment, if not caused by fault of SJG/NA.

(2) The client's liability also includes the costs for rescue and recovery works and the release from liability of third parties (rescue organisations, authorities, other participants).

§11 Final clause

(1) Amendments to the contract, the confirmation or these terms & conditions must be done in written form. One-sided amendments issued by the client are not effective.

(2) Place of fulfilment and payment is the registered office of Sandsjögården – Holiday Resort i Sandsjö AB and/or Northern Adventures & Resorts AB.

(3) Place of jurisdiction is Lycksele, Sweden.

(4) If particular terms of these general terms & conditions should be ineffective or void by law, the effectiveness of the other terms & conditions is not affected. For any other issues the regulations by law apply.

Please note: These Terms & Conditions are a translation from the German version. The German version is binding! Sandsjögården - Holiday Resort i Sandsjö AB/Northern Adventures & Resorts AB, 05/2020