

## General Terms & Conditions

### 1. Definitions

#### IT – Iceland Travel.

**Client – the buyer company.**

**Traveller(s) – the individual(s) who travels to Iceland or individual(s) within the group.**

**Group – consist of 10 travellers or more**

### 2. Icelandic VAT System Affecting Tourism:

As of 1 January 2016, tour operators, coach companies, activities, day tours and expeditions will be subject to 11% VAT. There are two levels of VAT in Iceland 11% and 24%. The lower level of VAT 11% includes tour operators, hotels, restaurants, coaches, activities, day tours and expeditions. The higher level of VAT 24% includes car rental.

### 3. Requests

Requests must be made in writing, by e-mail, to [incentives@icelandtravel.is](mailto:incentives@icelandtravel.is). Every detail regarding the request must be included in order for IT to ensure efficiency. This includes the budget, flight information (if available), standard of accommodation, tours and other requested services, such as related to specific needs.

### 4. Rooming lists

A rooming list must be sent to IT no later than 10 weeks (70 days) prior to the travellers' arrival, and a final rooming list at least 6 weeks (42 days) prior to travellers' arrival.

### 5. Terms of payment

#### Confirmation Deposit

A non-refundable deposit of 15% of the estimated total cost for the Group is due at time signature of the Agreement. For large groups of 40 rooms or more, a non-refundable deposit of 20% of the estimated total cost for the group is due at time signature of the Agreement.

#### Deposit

An additional non-refundable deposit of 40% of the estimated total cost for the Group is due 13 weeks (91 days) prior to arrival.

#### Final payment

Final payment (the remaining 45% or 40% for large groups) is due 6 weeks (42 days) prior to the arrival of the group.

#### Due Payment of Additional Services:

Any costs that have been added based on a request(s) for additional services as set out in "Budget Overview and Pricing" clause, that takes place after the lapse of the Final Payment date (28 days), will be payable prior to the arrival of the Group.

#### Site Inspection:

All costs in relation to site inspections have to be paid prior to arrival. All payments for additional costs during site inspection visits, will be payable within seven (7) days of receipt of an invoice.

#### Delay of payment:

In case of delay of payments, Iceland Travel reserves the right to treat the booking as a cancellation and withdraw its confirmation of services, unless Iceland Travel agrees to a grace period and confirms this in writing. If the Client requests a grace period, it has to apply as such for at least 48 hours prior to the due date of payment and provide sufficient reasons for the request.

**NOTE:** If payment is done by credit or charge card, Iceland Travel accepts Visa, MasterCard and American Express. Iceland Travel does not charge a handling fee for credit card payments.

### 6. Cancellation

All cancellations must be sent to Iceland Travel in writing, by letter or e-mail, and need to be confirmed by Iceland Travel in order to be valid. In conformity with business practices within the Icelandic travel industry, the Client is required to charge cancellation fees on the total package price to Client/traveller(s) as shown in Clause 7.

### 7. Cancellation charges

#### 7.1 For groups, 10 individuals or more, individual(s) within a group or reduction of pre-ordered accommodation:

Time of cancellation:	
More than 13 weeks (92 days) prior to arrival	Deposit
13 weeks (91 days) and more than 8 weeks (57 days)	40%
8 weeks (56 days) and more than 2 weeks (15 days)	60%
Less than 2 weeks (14 days)	100%

#### 7.2 For Individuals

Time of cancellation:	
More than 4 weeks (29 days) prior to arrival	Deposit
4 weeks (28 days) and more than 1 week (8 days)	50%
1 week (7 days) and more than 72 hours	75%
72 hours' notice or less	100%

#### 7.3 Stricter cancellation policy

Certain hotels may have stricter cancellation policies than stated above but will not exceed the charges as shown below. Please contact your IT sales representative for further information.

Time of cancellation:	
13 weeks (91 days) and more than 8 weeks (57 days)	20%
8 weeks (56 days) and more than 2 weeks (15 days)	50%
Within 2 weeks (14 days) prior to arrival	100%

#### 7.4 Cancellation charges for events at Harpa, Reykjavík Concert Hall and Conference Centre

Time of cancellation:	
4 weeks (28 days) prior to event	100%

The counting method for cancellation charges excludes the day of arrival and starts on the date when we receive written notice of cancellation, or on the date upon which your cancellation is treated as occurring because of non-payment. A week is seven days.

## 8. Flights (Domestic/Greenland)

Special cancellation and changing conditions apply to flights to/from Greenland\*\*\* and domestic flights within Iceland.

Air Iceland does not permit group allotments on any flights.

### For flights to/from Greenland only

A 20% non-refundable deposit is required for all reservations on flights to and from Greenland.

If a reservation for individual traveller(s), groups or individual(s) within a group, is changed (time, date or destination) after the reservation is made, and until 8 weeks (56 days) prior to departure, a 10% changing fee of the flight price per traveller will be charged.

**\*\*\*If a reservation for helicopter flight within Greenland is cancelled, a cancellation fee will be charged according to the helicopter company conditions.**

**The following applies to domestic flights within Iceland as well as to flights to/from Greenland.**

If a reservation for individual traveller(s), groups or individual(s) within a group is cancelled within:

- 8 weeks (56 days) and until 6 weeks (43 days) prior to departure, a 40% cancellation fee of the flight price per passenger will be charged. If a reservation is changed (time, date or destination) during this time, a 20% changing fee of the flight price per passenger will be charged.
- 6 weeks (42 days) and until 4 weeks (29 days) prior to departure, a 60% cancellation fee of the flight price per passenger will be charged. If a reservation is changed (time, date or destination) during this time, a 30% changing fee of the flight price per passenger will be charged.
- 4 weeks (28 days) and until 2 weeks (15 days) prior to departure, an 80% cancellation fee of the fare price per passenger will be charged. If a reservation is changed (time, date or destination) during this time, a 40% changing fee of the flight price per passenger will be charged.
- 2 weeks (14 days) prior to departure, a 100% cancellation fee of the flight price per passenger will be charged. If a reservation is changed (time, date or destination) during this time, a 50% changing fee of the flight price per passenger will be charged.

## 9. Validity of prices

**The rates and conditions in the quotation are valid for 30 days from date of issue.**

Iceland Travel reserves the right to increase/decrease prices already quoted or published in our price lists, but not invoiced yet, without notice, in the event of currency fluctuation, changes to government taxes, or due to any other cost increases beyond Iceland Travel's control.

Once the final invoice has been issued, the price is guaranteed against any surcharge, unless an increase results from the following changes that are beyond the control of IT:

- currency fluctuations relevant to the agreement.
- the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the agreement, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- the price of the carriage of travellers resulting from the cost of fuel or other power sources relevant to the agreement
- reasonable notice will be given of the price change along with an explanation for the change

If an increase in the price exceeds 8%, the clients/travellers are entitled to cancel the booking with a full refund.

No price changes will be made 20 days prior to traveller's arrival in Iceland.

**Please note: Unforeseen admission fees to nature sites are not included in the price list.**

## 10. Pricing

Iceland Travel makes every effort to ensure that the most up to date and correct prices are shown in our quotation or in other documentation, but on occasion there might be an unfortunate pricing error or a change in prices might have occurred after publication of the material. Iceland Travel reserves the right to correct any such errors or changes to advertised or confirmed prices as soon as reasonably possible or prior to invoicing.

Once the invoice has been issued, the terms listed in Clause 9 above applies, however, not in the case of obvious typographical errors.

## 11. Surcharges

The following surcharges apply:

**Letter of Invitation:** Only for services booked through Iceland Travel: EUR 35/USD 38,- per person.

**Suppliers confirmation:** Only for services booked through Iceland Travel: EUR 50/USD 53,- per supplier.

## 12. Public Holidays

**On the following public holidays, a 100% surcharge applies to Iceland Travel staff and tour guides:**

New Year's Day / Good Friday / Easter Sunday / Whit Sunday / Independence Day (17 June) / Commerce Day (first Monday in August) / Christmas Eve (after 12:00 on 24 December) / Christmas day (25 December) / New Year's Eve (after 12:00 on 31 December)

For major cultural events, please see Practical Information.

## 13. Liability

### Force Majeure

Iceland Travel disclaims responsibility for any loss, damage, accidents, sickness or changes in schedules resulting from causes beyond the control of Iceland Travel. Such causes include, but are not limited to, acts of nature, labour disputes or any other irregularity beyond Iceland Travel's control. Iceland Travel reserves the right to alter routes, itineraries or departure times, without prior notice, should the necessity arise. In case of any changes in flights (domestic and international), the travellers shall pay any additional cost caused by this, at the time the service is provided (extra hotel nights, meals, transfers etc.). We advise all traveller(s) to have comprehensive travel insurance to meet all contingencies.

## 14. General liability

Iceland Travel will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- The act(s) and/or omission(s) of the traveller(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of the services and which were unforeseeable or unavoidable or
- circumstances beyond Iceland Travel's control as defined under Force Majeure.

We advise all travellers to have comprehensive travel insurance to meet all contingencies. At no times is Iceland Travel responsible for indirect (consequential) damages.

## 15. Complaints by Traveller

All complaints must be submitted to Iceland Travel in writing within 1 week (7 days) from traveller's(s') departure from Iceland. Otherwise, any possible compensation is not valid.

## **16. Site Inspection Policy**

In the event of Iceland Travel and a Tour operator, Agency or Business, agreeing to a Site inspection trip, Iceland Travel will organize and do everything possible to negotiate good rates from suppliers on behalf of the Client. For all rates, including cost for staff and services for Site inspection trips, Iceland Travel undertakes to charge net rates. All charges for inspection visits are to be finalised before arrival. Additional costs incurred during the site inspection will be invoiced in accordance with Iceland Travel's standard collection procedures.

## **17. Confidentiality**

Each party undertakes that it shall not disclose to any person/company any confidential information concerning the business, affairs, travellers, clients or suppliers of the other party for any purpose other than necessary to perform its obligations.

Each party may disclose the other party's confidential information:

- a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause, or
- b) as may be required by law, court order or any governmental or regulatory authority.

In the event of any type of sensitive information, the specific party is required to articulate its requirements clearly and in writing.

## **18. Governing Law**

Any dispute or claims arising out of or in connection with the business between the parties, shall be governed and construed by the laws of Iceland. The parties irrevocably agree that the courts of Iceland shall have jurisdiction to settle any dispute or claim that arises out of or in connection with their business.

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