



**BUS TOURS AND HOLIDAY PACKAGES
INCOMING TOUR OPERATOR**

GENERAL CONDITIONS

Version: 2018-1

Updated: March 23, 2018

1. DEFINITIONS

- a) Intertours Norway AS is the user of these general conditions and is referred to as IN.
- b) The client refers to the (potential) party entering into the contract with IN.
- c) The contract applies to the order confirmation drawn up by IN and signed by the client as being correct.
- d) The package refers to the total arrangement of IN activities carried out for the client in accordance with the contract.
- e) Unless otherwise stated, the price refers to the total price specified in the contract for the component parts from which the package is created

2. APPLICABILITY

- a) These general conditions apply to all offers, quotations and contracts between IN and the client, with full and express exclusion of all other conditions on the part of the client.
- b) Deviations from these conditions, including appropriate explanation of other conditions, are only valid if confirmed in writing by IN.

3. METHOD OF WORKING

- a) The introductory meeting with IN is always without obligation and free of charge.
- b) In the first IN quotation, a general specification of the costs of the package is given. Unless otherwise agreed beforehand, there are no costs attached to this quotation.



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c) Should the client require one or more detailed quotations, IN will charge him for each of these quotations the amount stated in the first quotation. Should parties enter into a contract, then the costs of the quotation, which forms the basis of the contract, will not be charged unless agreed beforehand in writing.

d) If changes to previously submitted quotations oblige IN to carry out extra work, then IN will be entitled to charge time (which may be confirmed) at an hourly rate.

e) If the client agrees to the quotation, IN shall, after all further details and changes have been processed, confirm such in an order confirmation, which shall then be signed as correct by the client.

4. PRICE

a) Unless otherwise stated, the price and prices of the parts of the package referred to in the contract shall be inclusive of VAT. The price and prices are based on the cost prices applying at the time of the quotation. Should these cost prices increase through increases in exchange rates, insurance premiums, transport costs, salaries and the costs of third parties brought in by IN etc., IN is entitled to pass these increases on to the client in the price and prices.

b) The price shall be shown in the order confirmation or, if this is not possible, then determined at a later date on the basis of the package described both in the contract and in any correspondence which may have been exchanged between the parties at a later date. Should the price be determined after the date of the order confirmation, then said price shall be recorded in writing.

c) The client shall inform IN of the number of participants, to within a 10% margin, at least 30 days before the date of the package. Should the number of participants be 10% more or less than the number given in the order confirmation, then IN shall retain the right to adjust the price accordingly.

d) The client must inform IN of the definite number of participants 14 days before the package at the latest. Should that number be greater than the number given in relation to article 4c, then the price will be raised to cover the extra costs that this will incur for IN.

e) When drinks are included in the package the price of drinks will be shown as estimates in the contract. Drinks will be charged on the basis of actual consumption, unless agreed previously in writing.



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5. PAYMENT

In order to commit to our executive suppliers, including accommodation suppliers, transportation companies etc., IN is to submit to the payment and cancellation conditions of the supplier. Consequently the following payment conditions apply:

- a) 40% of the total price stated in the offer is to be paid upon acceptance of the offer;
- b) 70% of the total price is to be paid no later than 12 weeks prior to commencement of the package arrangement;
- c) 100% of the total price is to be paid no later than 6 weeks prior to commencement of the package arrangement;
- d) After completion of the package arrangement, IN will send the client a final invoice, if applicable, which must be paid within 14 days after the invoice date.
- e) Payments must be effected by the method indicated by organizer without right to discount, settlement or deferment.
- f) If unforeseen expenses arise during the execution of the package arrangement, they will only be incurred following consultation with the client, with the exception of emergencies. These expenses will be paid by the client on the spot or at a later date following receipt of an invoice.

6. CHANGES TO THE PACKAGE ARRANGEMENT

If IN shall make changes to (parts of) the package arrangement during its execution at the client's request, then no extra charge will be made where possible. However extra costs incurred as a result of such changes by third parties who, having been commissioned by IN, are responsible for the execution of (a part of) the package arrangement will be charged.

All bookings, changes, alterations and cancellations by the client must be made in writing and sent electronically by e-mail. All rates include taxes and VAT. IN reserves the right to alter itineraries and accommodation in the event of circumstances beyond our control.

In case of changes of official taxation or VAT, prices will be changed accordingly.



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7. LIABILITY

- a) IN shall not be held liable for damage to and/or loss of the property of participants on the package arrangement, or for injury to or death of the participants, regardless of cause or nature excepting gross negligence on the part of IN.
- b) IN shall not be held responsible for damage, regardless of cause or nature, done to (the property of) third parties by the client or participants in the package arrangement.
- c) Should the client and/or (a) participant(s) in the package arrangement not follow IN instructions or those instructions given by third parties commissioned by IN to carry out the arrangement, such that the arrangement cannot be carried out as planned, then IN shall not be held responsible for the resultant damage, regardless of nature
- d) Should IN fail to meet the terms of the contract, and this is exclusively or primarily caused by the failure of third parties commissioned by IN to carry out the package, then IN shall never be held liable for more than 15% of the price.
- e) All liability of IN, regardless of nature and or reason, shall lapse if the client does not declare IN liable in writing within 5 days of the end of the arrangement.

8. FORCE MAJEUR

- a) Force majeure refers to circumstances which obstruct execution of the contract and which are not attributable to IN. These include (among others): strikes in companies other than IN, traffic hindrances, (general) transport problems and technical difficulties of whatever nature.
- b) IN also reserves the right to refer to force majeure if the circumstance which prevents execution of the contract occurs after IN should have executed the contract.
- c) In cases of force majeure, IN is entitled to defer execution of the contract. Should the period of force majeure last longer than 60 days, both parties are entitled to rescind the contract without liability for damages.
- d) Should the force majeure occur after IN has executed the contract in part, then IN is entitled to invoice the client for that part and the client must settle this invoice in compliance with article 5e.



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9. DEFAULT

- a) If any of the payment periods as shown in article 5 are exceeded, the client shall be in default and shall be liable to pay interest over the amount payable at a rate of 2% per month for the first month for which he is in default and 1% per month over the following months or part thereof, up to the day on which the total sum is paid.
- b) Without prejudice to that stated in the previous section of this article, in the case of the client being in default as stated in the previous section, the organizer shall have the right to rescind the contract or have it rescinded and shall be entitled to full remuneration of any damages, such that the costs of restitution are determined extra judicially at 15% of the amount owing, with a minimum of EURO 250,-
- c) If the client is in default as described in article 9a, the organizer shall be entitled to cancel the package arrangement, including all preparatory activities

10. RESCISSION

IN reserves the right to terminate the contract with the client immediately and without legal intervention if:

- after conclusion of the contract, circumstances come to the attention of IN which give IN grounds to fear that the client will not fulfil his obligations;
- if, during the conclusion of the contract, IN has asked the client to provide security for its execution and this security fails to materialize or is insufficient;
- the client is put into the hands of an administrator, applies for suspension of payment, is declared bankrupt or decides to liquidate or cease trading. In the above cases, all claims by IN against the client are claimable immediately.



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11. CANCELLATION

a) Should the client cancel the package wholly or in part, or should the number of participants be more than 10% fewer than given in the order confirmation, he shall pay IN cancellation costs amounting to 12% of the difference between the budgeted price minus the 10% free margin and the price of the actual number of participants, this without prejudice to article 11d.

b) The costs of cancellation, concerning products and services purchased by IN, shall be as follows:

- i. cancellation more than 4 months prior to execution: 25% of the price as set according to article 4b.
- ii. cancellation from 4 to 2 months prior to execution: 50% of the price as set in article 4b.
- iii. cancellation from 2 months to 14 days prior to execution: 75% of the price as set in article 4b.
- iv. cancellation within 14 days prior to departure: 100% of the price as set in article 4c.

c) In the case of cancellation of the entertainment, the costs shall be according to the conditions set down by VECTA (10% after supplying the order).

d) In the case of partial cancellation, regardless of when this occurs, IN shall be entitled to charge the client for all costs and damage suffered by third parties as a result of the partial cancellation, and other actual damage and costs, without prejudice to article 11a. Partial cancellation shall, in every case, refer to each reduction in the number of participants as compared with the number given in the order confirmation.

12. GENERAL CONDITIONS OF THIRD PARTIES

If other conditions shall apply, then these will be made known beforehand.

13. INSURANCE

Please note that individual travel insurance is not included in the tour and package price and all medical cost and other cost involved are paid by the client. It is therefore strongly recommended that participants acquire personal insurance.



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14. APPLICABLE LAW

Norwegian law will completely govern all arrangements that are based on this contract, including all claims and demands for compensations. This is valid, both for the basis of the claim, and for the calculation of the amount of the compensations. The same is valid for any claims that are based upon responsibilities outside this contract.

15. CHANGES TO THE CONDITIONS

IN is authorized to make changes to these conditions. These changes shall take effect at the announced time of commencement. Should no time of commencement be stated, changes relating to the client shall become effective as soon as he is informed of the changes.

All bookings, changes, alterations and cancellations must be made in writing and sent electronically by e-mail. All rates include taxes and VAT. InterTours Norway reserves the right to alter itineraries and accomodation in the event of circumstances beyond our control.

In case of changes of official taxation or VAT, prices will be changed accordingly.