

# Terms of business / Travel conditions

## 1. CONCLUSION OF A CONTRACT

By booking a journey, you allow us to conclude a travel contract. The booking must be in written form (letter / email / online booking), including your address, phone number and birth date. The travel contract is confirmed when Hitra Turistservice has accepted the booking with a booking confirmation in written form (letter or email). The customer accepts the terms of business / Travel conditions with the application as binding. He is also liable for the fellow travelers registered by him.

## 2. PERIOD OF OCCUPATION

The accommodations are rented during the peak season for one week each. Arrival and departure are every Monday / Tuesday / Thursday / Friday or on Saturday (object dependent). Admission into the accommodation is from 14:00 clock, after registration. Check out is latest at 10:00 clock. The driving direct through the house before 14:00 clock without registration is not allowed. This can result into a very late move into the accommodations.

## 3. PAYMENT

When the contract is concluded, you have to pay a deposit of 25% from the whole travel price within 14 days after receipt of invoice. The final payment must be paid at least 8 weeks before arrival. For bookings of less than 4 weeks before arrival, the entire rental amount is due immediately.

Equal to the European Travel Law, has Hitra Turistservice the risk of insolvency secured by the RGF. The secured payment certificate, which secures the traveler's payment against in case of insolvency or bankruptcy of the tour operator. The certificated will be handed out together with the travel documents.

If it is not until the arrival of the cruise price paid in full, the contract is canceled. If the final payment is not paid until 60 days before arrival, the tour operator has the right to cancel the contract. Hitra Turistservice has the right to ask the appropriate cancellation fee.

## 4. CANCELLATION

You can rescind at any time the booked journey.

The amount of our claim for compensation, please refer to the following conditions.

Until 49 days before arrival 25% from the travel price.

From 48 to 30 days before arrival 50% from the travel price.

From 30 days before arrival 90% of from the travel price

Significantly is the date of receipt of the cancellation by us.

Any changes in the input or export laws for self-caught fish from the EU and Norway are no reason for cancellation and will be treated as any other cancellation.

## 5. CHANGE A BOOKING

For changing of travel periods or changing the contract to another person, we will charge 100 EUR. For changes of non flex-ferry tickets (if the booked ferry ticket allows a changing) we will charge 100 EUR. Please note that a re-booking can also change the price for a ferry ticket or the House price (for example, other season).

## 6. TIME FOR COMPLAINTS

If the accommodation or the boat has on arrival defects, please inform the house owner or our contact person as soon as possible, but not later than 48 hours after arrival. After the expiry of this period such complaints will be not considered.

Your travel agent is only responsible for the booking. Possibly Complaints affect to your holiday must be send within 14 days after end of the trip to us.

If deficiencies are eliminated in a short term, is Hitra Turistservice not liable.

## 7. LIMITATION OF LIABILITY

In case of minor defects, the traveler is only entitled to a reduction in the amount of the price of the undelivered services.

Our liability is limited in any case, whatever the legal basis is, on assets for property damage and personal injury to a maximum amount of three times from the rental price. We are not liable for any damages in connection with third-party services (flight and ferry services, car rental reservations), we are not liable for the negligence of third-party services.

A claim for damages against the service provider can only under certain conditions or restrictions asserted or will be excluded under certain conditions. We are not liable for accidents in leisure activities such as fishing or boat use. All activities are at your own risk. We are not responsible for printing errors or required changes because of errors. We make no warranty or catch liable for the quality of the caught fish.

## 8. FINAL CLEANING / BOATS / PETS / SMOKING

All of our accommodations include a final cleaning. However, the house must be swept clean on departure. The dishes must be clean. Sleeping in the beds without sheets is not allowed. In accommodation where a pet is allowed, the animals shall not go into the bedrooms or lay on upholstered furniture. Smoking in the accommodation is usually not allowed.

## 9. SAFETY RULES / MIN. SIZE FOR FISHES/ BOAT DRIVING LICENCE

All persons agree to our safety rules and the rules for minimum dimensions for

fishing caught. Safety rules boat / fishing.

- Each person on the boat must wear a floating suit or at least one life jacket.

- It is not allowed to drive a boat under the influence of drugs or alcohol.

- It is not allowed to drive a boat in darkness.

- Bans on specific sea areas must be strictly adhered.

You receive detailed safety information and the latest information for the behavior on the water upon arrival in our office.

According to Norwegian law, only persons born before 01.01.1980 are entitled to drive a boat with more than 25 horsepower without a boat driving license.

All other persons need to drive a boat with more than 25 hp a boat driving license. International boat licenses for the sea are recognized. Fellow travelers which are not fulfill this requirement are not allowed to drive a boat with more than 25 horsepower. The contractor is responsible for ensuring that safety rules / laws agreements are observed. In the case of violations is Hitra Turistservice and their owner / staff authorized to withhold the boat / key for few days or not to retain boat / key. Groups which are not comply with the safety regulations / legal requirements are not entitled to a reduction of the travel price.

## 10. EXCHANGE RATES / TAX INCREASES

Strong changes in currency exchange rates or tax increases could price changes entail.

## 11. PASSPORT / VISA & CUSTOMS REGULATIONS

For the compliance with passport / visa and customs regulations, is the fellow travelers responsible. Costs arising from non-compliance shall be borne by the participant.

## 12. BOAT DEPOSIT

At some accommodations (see house description) is per boat a boat deposit required. The deposit will be deposited in cash or by credit card (except Stadsvik Brygger) to the owners / service person. After boat handover you sign a protocol that you have received the boat in perfect condition. For boats with outboard engine: The motor can be folded up so that you can control the propeller itself with the owner on arrival. You should recorded any pre-defects / Previous damages.

## 13. GENERAL INFORMATION BOAT / CONSUMPTION COSTS

The handover is usually at the day of arrival. Due to weather conditions and on arrival after 20:00 clock, it is possible that the boat handover is changed to the day after you arrival.

Listen carefully during the boat handover and follow the important information which the house owner is telling to you. Never run full throttle until the engine is warm. Start already the engine during you loaded your belongings on the boat. We recommend a maximum of 4 persons per boat with a size of up to 20 feet. Boats 22-24 feet max. 6 people per boat. Please note that for 2 or 4 stroke engines, the oil costs are not included in the rent. It is possible that your house owner includes these costs in the price of gasoline. Due to urgent boat repairs (for example damage caused by the previous renting), it can happen that you get a replacement boat for use. We always try to give you an equivalent or better replacement boat. It can happen (especially in May and June) that you receive as a replacement boat a smaller or less motorized boat. In this case we ask for your understanding.

## 14. BOAT DAMAGES AND / OR THE ENGINE / BOAT INSURANCE

All our boats are fully comprehensive insured against accidents, with the following co-payment.\*

Diesel boats co-payment NOK 20.000, -

Gasoline boats co-payment NOK 10.000, -

These amount you have to pay in the case of an accident to the boat owner. For damages under the amount from the co-payment (propeller or similar), you have to pay the full amount of the damage.

In cases of gross negligence, drunkenness or proven impact on other intoxicants while driving the boat, are damages not covered by the insurance - that means each skipper / tenant is fully liable. Salvage & rescue charges are not covered from our insurance. In the above cases you have no entitlement for a replacement boat for the duration of the stay.

\* Insurance is not valid for boats from Gurvikdal Havfiskesenter and Sula Rorbuer. For the boats from Angelamfi Hitra is a co-payment from 20.000 NOK for petrol and diesel boats and for the houses 239 + 240 there is a co- payment from NOK 15,000 for petrol boats.

OPERATOR:

Hitra Turistservice AS

N-7246 Sandstad

Place of jurisdiction: Trondheim / Norway