

# General Terms & Conditions

## 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

Iceland Travel is a tour operator working with local experts all around Iceland, Greenland and the Faroe Islands.

## 1. Icelandic VAT

Iceland has two levels of VAT 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 amongst other services.

## 2. Bookings

Bookings must be made in writing, by e-mail, to [bookings@icelandtravel.is](mailto:bookings@icelandtravel.is) for individuals, and to [sales@icelandtravel.is](mailto:sales@icelandtravel.is) for groups and confirmed in writing, by IT in order to be valid. Every detail regarding the booking must be included in order for IT to ensure efficiency. This includes each traveller's name, flight information, whether a transfer service from Keflavik airport is required, and details on accommodation, tours and other requested services, such as related to specific needs.

## 3. 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.

## 4. Single, Double, Triple & Quad Rooms

Single supplements are often payable for sole occupancy of a room. A single room does not guarantee the provision of a double or twin room, and in some instances may be smaller. A double bed often consist of two single beds pushed together, using double bed base linen (although it is not unusual for single duvets to be provided in many hotels for doubles). For triple or quad occupancy, this may be a standard size room with either a camp bed, rollaway, or mattress on the floor and space will therefore be limited.

## 5. Categories – Quality/Comfort/Budget

When organizing our tours we choose accommodation with regards to quality, value for money, location and service provided.

**Quality accommodation** is in comfort hotels, quality guesthouses and quality farmhouses, in rooms with private facilities.

**Comfort accommodation** is in standard hotels, guesthouses and farmhouses in rooms with private facilities.

**Budget accommodation** is in budget hotels, guesthouses and farmhouses in rooms with shared facilities.

## 6. Terms of payment

### 6.1 For Individual Travellers

A non-refundable deposit of 10% of the total package price for individuals, should reach IT 8 weeks (56 days) prior to arrival. A pro-forma/deposit invoice will be sent in timely manner.

### 6.2 For Groups

A non-refundable deposit of 10% of the total package price for the group should reach IT 13 weeks (91 days) prior to arrival. A pro-forma/deposit invoice will be sent in timely manner.

### 6.3 Full payment

Full payment (less deposit) for groups and individuals shall reach IT at least 6 weeks (42 days) prior to arrival of travellers or upon confirmation of booking if done within 6 weeks (42 days). Final invoice will be sent in a timely manner.

In case of further delay of payments, IT will reserve the right to treat the booking as a cancellation and withdraw its confirmation of services.

**NOTE:** If payment is made by credit or charge card, IT accepts Visa, MasterCard, Diners and American Express.

## 7. Cancellation

All cancellations must be sent to IT in writing, by letter or e-mail, and need to be confirmed by IT 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 8.

## 8. Cancellation charges

### 8.1 For Individual Traveller(s) and individual(s) within a group:

Time of cancellation for individuals:	
8 weeks (56 days) and more than 11 days prior to arrival	10% or deposit
10 days and more than 72 hours	75%
Less than 72 hours	100%

### 8.2 For groups and reduction of pre-ordered accommodation:

Time of cancellation for groups:	
13 weeks (91 days) and more than 8 weeks (57 days)	10% or deposit
8 weeks (56 days) and more than 6 weeks (43 days)	40%
6 weeks (42 days) and more than 4 weeks (29 days)	50%
4 weeks (28 days) and more than 2 weeks (15 days)	75%
2 weeks (14 days) prior to arrival	100%

### 8.3 Stricter cancellation policy for certain hotels:

Certain hotels may have stricter cancellation policies for both individuals and groups (especially for large groups (25+ rooms)), than stated above and will not exceed the charges as shown below. Please contact your IT sales representative for further information.

Time of cancellation for groups:	
13 weeks (91 days) and more than 12 weeks (85days)	10% or deposit
12 weeks (84 days) and more than 8 weeks (57 days)	30%
8 weeks (56 days) and more than 2 weeks (15 days)	50%
Within 2 weeks (14 days) prior to arrival	100%

**8.4** Please note that cancellation of one or more individuals within a group may cause a price increase for the group, or a cancellation fee will apply according to above rules for those cancelled travellers.

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.

## 9. Insufficient Participation

If a service, which has been confirmed unconditionally, is cancelled by IT, for example, due to insufficient participation, cancellations will be made with at least 4 weeks' (28 days) notice. IT shall make every effort to provide similar alternative arrangements without additional costs to the client / traveller. Should those alternatives not be to the client / traveller's satisfaction, a full refund will be made of the amount paid.

## 10. 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.

## 11. Passport

A passport valid at least three months beyond intended stay, is required for visitors to Iceland. Iceland has fully implemented the Schengen agreement since 25<sup>th</sup> March 2001, which ended internal border checkpoint and controls. Schengen countries (Aug 2020) are Austria, Belgium, Czech republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lichtenstein, Lithuania Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and Switzerland. For additional information on passport and visa requirements, see Icelandic Directorate of Immigration website [www.utli.is/english](http://www.utli.is/english).

## 12. Validity of prices

### Pricelists

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

All rates quoted or shown in our tariffs are based on current purchasing prices in Iceland. IT 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 IT'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 travellers' arrival in Iceland.

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

## 13. Pricing

IT makes every effort to ensure that the most up to date and correct prices are shown on our website 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. IT 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 Pricelists clause 12 above applies, however, not in the case of obvious typographical errors.

## 14. Surcharges

The following surcharges apply per booking:

**Letter of Invitation / suppliers confirmation:** Only for services booked through IT: EUR 35/USD 42,-per booking.

**Amendment fee:** If one requests amendments after the booking has been confirmed by IT, such as adding nights within the programme, changing hotels or dates, an amendment fee of EUR 75/USD 90,- may be charged.

Please note that there is no fee for booking additional pre/post nights in connection with a tour/package.

**Tailor-made packages:** Once a tailor-made booking has been confirmed by IT, an amendment fee of EUR 75/USD 90 may apply for each requested amendment.

## 15. Public Holidays

**On the following public holidays, a 100% surcharge applies to IT 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 on Iceland.

## 16. Children's discount

Children's discounts apply as set out in the Pricelists or in the offer.

## 17. Liability

### Force Majeure

IT disclaims responsibility for any loss, damage, accidents, sickness or changes in schedules resulting from causes beyond the control of IT. Such causes include, but are not limited to, acts of nature, labour disputes, pandemic or any other irregularity beyond IT's control. IT 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.

## 18. General liability

IT 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 IT's control as defined under Force Majeure.

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

## 19. Complaints by Traveller

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

## **20. Site Inspection Policy**

In the event of IT and a Tour operator, Agency or Business, agreeing to a Site inspection trip, IT 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, IT undertakes to charge net rates. All charges for inspection visits are to be finalised no later than 30 days after the visit takes place.

## **21. 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 under this agreement.

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 under this agreement. 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.

## **22. Governing Law**

This agreement and any dispute or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) 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 this agreement or its subject matter or formation (including non-contractual disputes or claims).

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