



JVB TRAVEL

## General Terms and Conditions – JVB Travel

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### 1. Conclusion of the Agreement and Payment Terms

These terms apply to the purchase of travel packages arranged by Jotunheimen Travel and Fjord Mountain Route, where the organizer is JVB Travel ("Organizer").

The agreement between the parties is considered concluded when JVB Travel has sent a written confirmation with a booking number to an email address provided by the customer.

The organizer may require a deposit upon booking or before an agreed due date. The deposit must be paid in the agreed manner and within the set deadline.

If the agreed amount has not been received in the organizer's account within two days after the due date, the organizer may cancel the agreement unless the customer can document that payment was made on time.

The remaining balance is due 30 days before departure. If the organizer has payment obligations to subcontractors that fall due earlier than 30 days before departure, the remaining balance may fall due earlier. The organizer must document such obligations and provide clear and explicit information before booking regarding the due date of the remaining balance.

If such information is not provided clearly at the time of booking, the customer is not bound by the organizer's deviating payment deadlines. In this case, payment shall not fall due earlier than 30 days.

### 2. Scope of the Agreement

The organizer arranges both trips classified as "package tours" and trips that fall outside this category. All types of trips provided by the organizer are covered by this agreement.

The agreement includes the package tour as specified in the booking confirmation, travel documents, or similar, as well as any additional services included in the package tour by agreement between the parties. The agreement also includes any specific terms set by the organizer.

Furthermore, any information provided by the organizer on its website, in catalogs, brochures, etc., is considered part of the agreement unless it is deemed irrelevant to the customer's purchase of the specific package tour. Information is also not considered part of the agreement if it has been explicitly changed before the agreement is concluded. The organizer shall inform customers about the possibility of changes before the agreement is signed.

### 3. Price of the Trip

#### 3.1. Price

For customized trips, the organizer may charge an administrative fee, which will be specified in the customer's confirmation.

The listed price of the trip includes all fees, taxes, and/or charges imposed by Norwegian and/or foreign authorities on the services covered by the agreement.

The price shall also include any additional costs for special requests made by the customer in connection with their booking or other services the organizer has agreed to include in the package tour. Any additional charges or discounts related to optional extras or specifications must be clearly stated in the organizer's price overview.

Connecting travel or land arrangements not included in the package tour are charged separately and are not covered by this section.

The organizer may adjust the agreed package tour price up or down due to changes in public taxes and fees, transportation costs, and/or exchange rates. The customer must be provided with an explanation and calculation of the price increase. The organizer must also grant the customer the right to a price reduction if the conditions that led to the price increase change in the customer's favor, following the Package Travel Act §§ 19-20.

A price increase must be communicated to the customer no later than 20 days before departure to be valid. Customers cannot demand a price reduction for changes occurring less than 20 days before departure.

A price increase of more than 8% of the agreed purchase price entitles the customer to cancel the agreement without cost.

The notification of a price increase must include a reasonable deadline for the customer's right to cancel the purchase without cost, which cannot be shorter than three working days.

### **3.2. Deposit**

The deposit is 30% of the total cost of the trip, with the exact amount specified at the time of booking. If the organizer can document that the booking entails specific financial obligations before the trip begins (e.g., non-refundable hotel payments or specific land arrangements such as excursions or courses included in the package but non-refundable upon cancellation), the deposit may be increased accordingly.

## **4. Special Conditions Related to the Agreement**

### **4.1. Cancellation Protection and Travel Insurance**

The organizer recommends that all travellers purchase travel insurance covering cancellation, loss/damage of luggage, medical expenses, and repatriation in case of an accident or illness.

Travelers should note that if a trip is cancelled within 15 days before departure, no refund will be given.

### **4.2. Entry Requirements**

Travelers from EU/EEA countries do not require a visa for stays of less than three months.

Travelers with foreign passports from non-EU/EEA countries must obtain the necessary visas/documents from [UDI](<https://www.udi.no/skal-soke/besok-og-visum/>).

Travelers are responsible for providing accurate information in accordance with Norwegian entry requirements.

### **4.3. Health Information**

Customers must be informed of any health-related requirements for the trip and stay before concluding the agreement.

### **4.4. Other Conditions**

The agreement must confirm that the organizer has provided the legally required guarantee to the Travel Guarantee Fund or an equivalent scheme and must provide details on how to contact the fund.

## **5. Customer's Right to Change, Cancel, or Transfer the Trip**

### **5.1. Cancellation Due to Extraordinary Circumstances**

Customers have the right to cancel the package tour and receive a full refund if unavoidable or extraordinary circumstances (e.g., war, natural disasters, dangerous infectious diseases, or similar events) occur at or near the destination before the package tour begins.

The right to cancel also applies if such events occur along the travel route and pose a real risk to the customer.

If payments for services outside the package tour have already been forwarded to a service provider, refund claims must be directed to the relevant provider.

### **5.2. Cancellation with a Fee**

Customers may cancel the trip up to 42 days before departure by paying an administrative fee.

- Standard trip without customization: NOK 750
- Customized trip: NOK 1500

- If cancellation occurs between 42 and 15 days before departure, a refund is given minus the deposit.
- If cancelled less than 15 days before departure or in case of a no-show, no refund is given.

The organizer may charge a reasonable fee for tax/fee refunds on behalf of the customer.

If the booking includes multiple participants and the total price is based on discounts related to group size, the cancellation of some participants may void such discounts. The remaining participants may be required to pay the adjusted price.

### **5.3. Transfer of the Trip**

The customer has the right to transfer the trip to another person who meets the conditions for participation. The organizer must be notified within a reasonable time before departure.

The organizer may charge a reasonable name-change fee. Both the original customer and the new traveller are jointly responsible for any remaining payments and the name-change fee.

### **5.4. Booking Changes**

Customers may change travel dates, destination, hotel, etc., for a reasonable administrative fee if the organizer can accommodate the request. If costs exceed the fee, it may be considered a cancellation and rebooking.

## **6. The Organizer's Right to Cancel or Change the Trip Without Liability for Compensation**

### **6.1. Insufficient Bookings**

The organizer may cancel a trip if the required number of bookings or occupancy rate, as specified in its individual terms, is not met.

If the required occupancy rate for a specific trip is not achieved, the organizer must notify the customer at least 30 days before the departure date.

A written notice of such cancellation must be received by the customer no later than the deadline. The organizer is obligated to inform the customer as soon as possible about the cancellation under this section. If a trip is cancelled under this clause, all amounts paid by the customer shall be refunded as soon as possible.

### **6.2. Obstacles Beyond the Organizer's Control**

The organizer may cancel a trip without liability for compensation if the package tour cannot be carried out due to unavoidable and extraordinary circumstances, and the traveller is notified of the cancellation without undue delay. Such obstacles may include war or acts of war, natural disasters, dangerous infectious diseases, or other events equivalent to the aforementioned.

If a trip is cancelled before departure due to obstacles beyond the organizer's control, the organizer is required to refund all amounts paid by the customer immediately. Alternatively, the customer must be offered participation in another package tour of equivalent or higher quality at no additional cost if the organizer is able to provide this. If the customer is offered an alternative trip of lower quality than the originally agreed trip, they must be granted an appropriate price reduction.

Under the same conditions mentioned in the first paragraph, the organizer is not liable for compensation if the package tour becomes defective or must be interrupted due to such obstacles occurring after the package tour has commenced. If the trip is shortened because the organizer or the customer decides to terminate it due to such circumstances, the customer is still entitled to a proportionate price reduction. The organizer is obliged, as far as possible, to minimize any risks or inconveniences for the customer. If the trip must be interrupted, the organizer is required to transport the customer back to the agreed return location at no additional cost and with minimal inconvenience to the customer. The timing of repatriation will depend on an assessment of the actual circumstances at the destination, including the real risks and/or inconveniences that continued stay may entail. Statements from Norwegian and local authorities should be considered in this assessment.

If the organizer fails to repatriate the customer or unnecessarily delays the repatriation, forcing the customer to arrange their own return journey, the organizer is responsible for any additional costs incurred by the customer as a result.

### **6.3. The Organizer's Right to Change the Trip's Content or Conditions After the Agreement Has Been Concluded**

The organizer may not change the contractual terms or trip specifications to the disadvantage of the customer after the agreement has been concluded unless specific services or specifications were explicitly reserved for possible changes and this is clearly stated in the individual agreement, such as the travel confirmation or other contractual documents.

The organizer must notify the customer in writing as soon as possible if they wish to make changes to the conditions or content under this section.

The organizer must also inform the customer of their right to cancel the trip if the changes result in significant deficiencies for the customer after the changes, or to demand a price reduction if the trip becomes defective. If the customer does not invoke this right within three days after receiving the notification of the change, they lose the right to cancel the trip or claim a price reduction. If special circumstances make it impossible to meet the deadline, the customer is obliged to notify the organizer as soon as possible and within a reasonable time.

## **7. Obligations of the Parties**

### **7.1. The Organizer's Obligations**

The organizer must carry out the trip as agreed with the traveller, as stated in Section 2. If unforeseen circumstances necessitate changes to the trip, the organizer must, to a reasonable extent, ensure that the traveller experiences as little inconvenience as possible.

The organizer must provide appropriate assistance to travellers in difficulty as soon as possible. This assistance includes providing relevant information about medical services, local authorities, and consular assistance, and, where applicable, helping to arrange alternative travel services. The organizer may charge a reasonable fee for assistance if the traveller caused the difficulties intentionally or negligently.

The travel organizer must promptly provide information about any circumstances they understand, or should understand, to be significant for the traveller.

If the traveller reports deficiencies in the trip, the organizer is required to rectify the deficiency as soon as possible within reasonable limits.

For baggage transportation, the organizer must provide sufficient information about the transportation process so that customers have a real opportunity to use this service. Baggage is handed over to the carrier at the customer's own risk, and the organizer is not responsible for lost baggage or damage to baggage or its contents. It is emphasized that customers should take out their own travel insurance that covers baggage damage.

### **7.2. The Customer's Obligations**

The customer is required to familiarize themselves with these general terms and conditions or the terms published by the organizer on its website, in its catalogue, or in other ways.

- a. **Payment:** The customer must pay the agreed amount by the deadline specified in the terms. Significant non-payment gives the organizer the right to cancel the booking.
- b. **Information:** The customer must provide the intermediary or organizer with the relevant information they understand or should understand is significant for the implementation of the package tour. The person booking for fellow travellers is also responsible for providing correct and relevant information about them. The organizer is not responsible for problems arising due to incorrect or missing personal information or special needs of fellow travellers. The person booking a package tour on behalf of others must ensure that those participating can comply with the organizer's regulations and that the trip is suitable for them.  
If the customer is informed that the trip is a self-guided tour, the organizer is not responsible for any unforeseen events that may occur during the trip. On such trips, the customer is responsible for themselves and their equipment.
- c. **Complaints:** The traveller must notify the organizer without undue delay if they discover a deficiency that entitles them to rights under Section 8.1 a) – e). If the deficiency is discovered after the package tour has begun, the customer should, as far as possible, complain on-site.

If the customer rents equipment from a subcontractor, the subcontractor's terms apply. The customer must use the equipment in accordance with these terms. Any liability arising from a breach of these terms may be imposed directly on the customer. The organizer cannot be held liable in such cases.

- d. Documents: The customer must check that tickets and travel documents match the booking and that the name on the travel documents matches the name in their passport. The traveller must bring a valid passport, any visas/health certificates, tickets, reference numbers, and other necessary travel documents. The traveller is responsible for obtaining the necessary documents for their trip and purchasing any required insurance. The organizer has the right to refuse a traveller if they fail to bring the required documents.
- e. Consideration for Fellow Travelers: The customer must follow the organizer's specific rules provided before the agreement, hotel and supplier regulations, as well as the regulations of the carrier and local authorities. The customer must also follow the organizer's instructions regarding meeting times and places during the trip and comply with any directives given by transport personnel or authorities in case of unforeseen incidents.  
On guided tours, travellers must follow the advice given regarding behaviour and navigation. If these instructions are not followed, the organizer is not responsible for any consequences. Travellers must not act in a manner that disturbs fellow travellers or creates safety or logistical problems for the organizer. The organizer has the right to refuse a traveller at the start of the trip if their behaviour or condition clearly indicates they cannot comply with these requirements.
- f. Return Travel: The traveller must comply with the organizer's rules on confirming return tickets for scheduled flights. If this is not done, reserved seats may not be available. The traveller must stay informed about any departure time changes by contacting the organizer or its representative if they have separated from the group or been otherwise unavailable within the last 24 hours before the scheduled departure.
- g. Consequences of Breach: A serious violation of these rules, after a warning, entitles the organizer to refuse the traveller further participation in the trip. The organizer is not responsible for additional costs associated with an early or altered return trip. The excluded traveller also cannot claim compensation for the unused portion of the trip.  
The customer may be held liable for damages or extra costs incurred by the organizer due to gross violations of these rules. The customer is responsible for damages and losses under standard liability regulations.

## 8. Deficiencies in the Travel Service

### 8.1. Deficiencies Before Departure

The customer may terminate the agreement before the package tour begins if it is evident that the package tour will have significant deficiencies.

The same applies if the contractual terms are changed in a way that causes significant inconvenience to the customer. A price increase of more than 8% shall always be considered a significant inconvenience. In such cases, the customer must notify the organizer of the cancellation within a reasonable time. Unless special circumstances dictate otherwise, such notification should be given no later than one week after the customer has received notice of the change or as soon as possible if the notice is received shortly before departure.

In such cases, the customer is entitled to a full refund of all amounts paid, as well as possible compensation in accordance with Section 29 of the Package Travel Act.

Alternatively, the customer has the right to participate in another package tour of equivalent or higher quality if the organizer or intermediary can offer this. If the proposed alternative travel services result in a package tour of lower quality than originally agreed, the traveller must receive an appropriate price reduction.

If the organizer cannot offer a replacement trip, the customer may purchase a trip equivalent to the original one within reasonable limits and hold the organizer liable for any additional costs incurred,

according to standard compensation law. If such an alternative purchase is significantly more expensive than the original trip, compensation is generally not applicable.

## 8.2. Deficiencies After Departure

A package tour is considered deficient if travel services included in the package tour are missing or inadequately provided, and this is not due to the customer or circumstances on their side. Exceptions to these conditions include errors or deficiencies in subcontractors' equipment, which the organizer cannot reasonably be expected to have knowledge of.

The customer is required to report any deficiencies they discover without undue delay.

Deficiencies in the package tour that are subject to complaints after departure grant the customer the following rights:

- a. **Rectification:** The customer may demand that the organizer rectify the deficiency if this can be done without unreasonable cost or inconvenience to the customer. The rectification must be made within a reasonable deadline set by the customer. If the deficiency is not rectified within this deadline, the traveller may rectify it themselves and claim reimbursement of necessary expenses. If the customer refuses a correction that would have remedied the deficiency or fails to complain to the organizer or its representative where possible, they lose the right to further claims.
- b. **Alternative Travel Services:** The customer may request that the organizer offers an alternative travel service if a significant part of the travel services cannot be provided as agreed in the package tour contract. The organizer must, if possible, offer an alternative travel service of equivalent or higher quality at no additional cost. If the proposed alternative travel services result in a package tour of lower quality than originally agreed, the traveller must receive an appropriate price reduction. The traveller may only reject the offer if it is not comparable to what was agreed in the package tour contract or if the price reduction is insufficient.
- c. **Price Reduction:** If the deficiency is not rectified, the customer has the right to an appropriate price reduction for the period during which the package tour was deficient.
- d. **Termination:** If the package tour has a deficiency that significantly affects the execution of the package tour and the organizer has not remedied the deficiency or offered alternative services, the customer may terminate the contract and demand reimbursement of the value of the travel services that were not provided.

If the customer terminates the contract under this provision, they are entitled to free transport back to the departure location or another place where the trip was supposed to end, provided that the package tour includes transportation. The rules in Section 6.2, third paragraph, apply in the same way.

- e. **Compensation:** If the package tour is deficient and this results in financial loss for the customer, they may claim compensation from the organizer. The organizer's liability for compensation under the above conditions does not apply if the organizer can demonstrate that the deficiency was due to unavoidable and extraordinary circumstances. The right to compensation also does not apply if the deficiency is due to a third party who is not involved in providing the travel services included in the contract and the deficiency could not have been foreseen or avoided. If transport law limits the scope or conditions of compensation from a carrier, the same limitations apply to the organizer.

## 8.3. Limitations of Compensation

If the organizer's liability for compensation is not already limited by other transport law regulations, the organizer may limit compensation in the package tour contract, but not to less than three times the total price of the package tour.

This limitation does not apply in cases of personal injury or damage caused intentionally or negligently by the organizer.

## 8.4. Relationship to Other Transport Law Regulations

The customer's right to a price reduction or compensation does not limit their rights under other transport law regulations. Price reductions and compensation under the Package Travel Act and

compensation under other transport law regulations shall be deducted from each other to prevent the customer from receiving excessive compensation.

The customer may direct their claim for a price reduction or compensation to the package tour organizer. Any claims against the carrier (e.g., airline) under other transport law regulations (including standard compensation under the EU Passenger Rights Regulation) must be directed to the carrier. Regardless of whether the organizer is liable for compensation under the above provisions, the traveller is obliged to minimize their losses as much as possible. Compensation cannot be claimed for losses or damages caused by the traveller's own negligence or actions.

Relationship to EU Regulation 2004-261 (Delays, Cancellations, and Overbookings)

The relevant provisions can be found here: <https://lovdata.no/static/SF/pdf/32004r0261.pdf>.

In the case of delays, cancellations, and/or overbooking, the rules set forth in the mentioned EU regulation apply.

Any claims under this regulation must be directed to the carrier.

If the EU regulation entitles the passenger to terminate the transport contract, this does not automatically apply to the remainder of the package tour unless the deficiency is such that the conditions for terminating the package tour purchase are met, as stated in Section 8. Minor delays generally do not entitle the traveller to terminate the package tour purchase. If the passenger chooses to cancel the journey under the EU regulation but the conditions for terminating the package tour under the Package Travel Act are not met, the customer is only entitled to a refund of the portion of the purchase price that relates to transport. The package tour organizer must inform the customer that a full refund of the package tour price will not be given in such cases.

#### **8.5. The Following Situations Are Normally Not Considered Deficiencies in the Package Tour**

- a. Differences from the customer's expectations that were not created by the organizer, such as different building standards at the destination or other destination-specific conditions, provided that the issues complained about are considered "normal" at the destination.
- b. Abnormal weather conditions and other natural events that the organizer had no knowledge of or could not be expected to be aware of.
- c. Situations that the traveller must expect to occur occasionally and that are beyond the organizer's control or do not deviate from what is assumed in the contract. A change of accommodation due to overbooking is not considered an "expected deviation."
- d. Delays in transport or changes in departure/arrival times when the stay at the destination is not shortened by more than:
  - a. 6 hours for trips lasting less than 5 days
  - b. 8 hours for trips lasting between 5 and 8 days
  - c. 12 hours for trips lasting more than 8 days
  - d. If the delay/change in departure/arrival times is due to actions by aviation authorities, exceptional weather conditions, airspace congestion, or other similar circumstances beyond the control of the organizer or carrier, the aforementioned time limits are doubled. Even if the situation is not considered a deficiency under this provision, the customer is still entitled to the assistance and compensation to which they are entitled under the relevant EU regulations.
- e. Deviations from the agreed terms caused by the customer's own actions.

#### **9. Dispute Resolution**

In the event of a complaint, the traveller must be informed of the complaint procedure. If the customer's complaint or claim is not upheld or if the parties cannot reach an agreement, the case may be brought before the Package Travel Complaints Board (Pakkereisenemnda) or another dispute resolution body.

Any applicable complaint fees related to this process may also apply.

The agreed legal venue for any legal disputes is Vestre Innlandet District Court.

The EU Online Dispute Resolution (ODR) platform can also be used if the customer wishes to submit a complaint. This is particularly relevant if the complainant is a consumer residing in another EU/EEA country. Complaints can be submitted here: <http://ec.europa.eu/odr>.

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