

General Terms and Conditions

1. General

- 1.1. These Terms and Conditions apply when entering into an agreement to rent holiday homes and/or additional services between tenants and Din Tur AS, as a provider of holiday homes and additional services.
- 1.2. Information given on the website www.dintur.no, in other marketing material from Din Tur AS and in the travel documents, together with these general terms and conditions, constitutes the whole agreement between Din Tur AS and the tenant. The agreement terms shall, upon contradiction, supersede information given in other documents. Din Tur AS does not warrant for any information provided by any third party.
- 1.3. The agreement is binding between the parties when the tenant has received a booking confirmation.

2. Payment

- 2.1. When booking, the first instalment on 20% of the total price is due for payment 14 days after the conclusion of the agreement. When booking online with a credit card, the given credit card will be charged 20% of the total price immediately. All travel documents will be sent to the tenant as soon as the prepayment is registered. Second instalment on 80% of the total amount is due for payment 30 days prior to the rental period, and must be received by Din Tur AS the latest at this date.
- 2.2. When booking 29 days prior to the rental period or later, the total cost of service is due for payment immediately after the conclusion of the agreement. When booking online with a credit card, the given credit card will be charged the total amount immediately. All travel documents will be sent to the tenant as soon as payment is registered.
- 2.3. Booking of stays less than 1 week NOK 600 will be added to the price of each accommodation unit. E.g., weekly price / 7 x number of days of stay + NOK 600.
- 2.4. If Din Tur AS shall assist the tenant with the booking of transport, the payment for the transport is due immediately after the conclusion of the agreement. Paragraphs 2.1-2.3 regarding delay of payment for bookings does not apply to the payment for transport.
- 2.5. If the payment terms in Section 2.1 to 2.4 are not met, this will be considered a material breach and justifies Din Tur AS to cancel the agreement. Din Tur AS will attempt to notify the tenant before the agreement is cancelled. The tenant's payment obligation is governed by section 4 Cancellation.
- 2.6. A visa application costs NOK 75 per person, minimum NOK 300.
- 2.7. A surcharge may apply to payment made with a credit card. This will be specified at the time of online booking. This charge covers the extra cost associated with credit card payments. Under certain circumstances you may be subject to additional fees imposed by your card issuer. Any query relating to such fees must be directed to the card issuer.
- 2.8. Din Tur AS reserves the right to change the price agreed in the travel contract as follows: Changes in price after the conclusion of the contract will be admissible in case of increases in transport costs or fees for certain services incurred, such as harbour- or airport fees, that could not be foreseen, or in case of changes in tax and fee regulations made by the government.

3. Changes

- 3.1. Provided there are at least 56 days to the agreed date of arrival, and that there are available booking alternatives, the tenant is entitled to change the booking. Changes can not entail the rental amount to be less, and the change must be within the same year and to the same destination as the original booking. Fee per change is NOK 300.
- 3.2. If the tenant has booked transport through Din Tur AS, any changes in the transport booking must also be made through Din Tur AS. The right to make changes in the transport booking is subject to limitations in the transport companies' terms and conditions, and is only possible to the extent that

the changes are accepted by the transport companies. Any and all additional costs and charges for the changes from the transport companies must be borne by the tenant.

4. Cancellation

- 4.1. Cancellations must be in writing and is valid from the day it is received by Din Tur AS.
- 4.2. Any cancellation of booking requires the following fees:
 - 4.2.1 If cancelled earlier than 50 days before the rental period starts, the tenant shall pay a cancellation fee of 20% of the total amount due under the agreement.
 - 4.2.2 If cancelled 49 to 35 days before the rental period starts, the tenant shall pay a cancellation fee of 30% of the total amount due under the agreement.
 - 4.2.3 If cancelled 34-20 days before the rental period starts, the tenant shall pay a cancellation fee of 50% of the total amount due under the agreement.
 - 4.2.4 If cancelled from 19-8 days prior to the rental period starts, the tenant shall pay a cancellation fee of 80% of the total amount due under the agreement.
 - 4.2.5 If cancelled from 7 days prior to and until the rental period starts, the tenant shall pay a cancellation fee of 90% of the total amount due under the agreement.
 - 4.2.6 Cut-off time for the above days is the preceding midnight.
- 4.3. If the tenant can get another person to take over the rental agreement in the same period and at the same price, and this person is accepted by Din Tur AS in writing, the rental agreement can be transferred to this person for a fee of NOK 500. The same applies to agreements concerning additional services directly offered by Din Tur AS. Din Tur AS can reject the change of travelling person, if the replacement participant is not suitable for the special travel requirements or his/her participation is opposed by statutory provisions or regulatory actions. The replacement person and the original tenant shall be jointly and severally liable to Din Tur AS in respect of the travel price and all additional costs arising as a result of a third party entering into the contract.
- 4.4. If the tenant has booked transport through Din Tur AS, a cancellation of the transport booking must also be made through Din Tur AS. The right to cancel the transport booking is subject to limitations in the transport companies' terms and conditions, and is only possible to the extent the cancellation is accepted by the transport companies. Any and all costs and fees in connection with the cancellation must be borne by the tenant.
- 4.5. The tenant must himself arrange for travel insurance and / or cancellation insurance to cover any costs as a result of illness or other circumstances that prevent the tenant from making use of the booked holiday home and / or additional services. Residents of Norway may purchase travel and cancellation insurance from Europeiske Travel Insurance through Din Tur AS on europaiske.no. Din Tur AS is unfortunately not able to provide insurance to individual resident outside Norway. Din Tur AS recommends that people living in an EU / EEA country, carry their European Health Insurance Card (EHIC) for the entire journey, as well as travel insurance. In the event of cancellation of the stay, the actual cancellation shall be notified to Din Tur AS, while a claim for financial compensation shall be directed to the insurance company.

5. The tenant's responsibilities

- 5.1. The tenant shall treat the property and inventory, and any other material that is available for the tenant, properly. The holiday home and all other material that are handed to the tenant shall be returned in the same condition as it was at the takeover.
- 5.2. The tenant is obliged to leave the holiday home in a tidy and thoroughly cleaned condition. The tenant shall in particular pay attention to cleaning of the refrigerator, freezer, stove, oven, grill, bathroom and sanitary installations. The holiday

- home must be left in the same condition as one would like to acquire it. Costs for missing or inadequate cleaning will be billed the tenant. Even if the tenant has booked final cleaning, this does not exempt the tenant to arrange the dishes, empty the refrigerator and tidy in and around the holiday home before departure.
- 5.3 The tenant is obliged to compensate any damage caused to the property, residence with inventory, boats, engines, equipment etc. and has a corresponding liability for such damage caused by persons participating in the rent or which the tenant otherwise provides access for to the properties.
- 5.4 The tenant may upon arrival be required to submit a deposit for a total amount of between NOK 1600 (ca. € 200) to 7000 (ca. € 700) per unit, and if applicable one boat. For boats beyond this number, a deposit of NOK 800 (ca. € 100) to 3000 (ca. € 300) per boat may be required. The deposit will be repaid to the tenant when the tenant returns the unit and the boat in the agreed condition.
- 5.5 Boat insurance is offered at some of our destinations. Purchase of boat insurance is made directly with the host on arrival. The price for the insurance applies for each boat and costs between NOK 300 – NOK 1500 each boat/ week. Own share in case of damage varies.
- 5.6 There may be additional costs for use of sauna, firewood and hot tub.
If you bring pets to a destination where this is allowed, additional costs may apply due to extra cleaning.
- 5.7 It is the tenant's responsibility to hold the appropriate certifications in accordance with Norwegian law to operate a boat.
It is the tenant's responsibility to acquaint themselves with Norwegian law on fishing tourism in Norway. Read more: <http://www.dintur.no/new-web/turistfiske-i-norge.aspx>
- 5.8 Passport and visa requirements, customs and vaccination regulations. The tenant is hereby informed that if passport and visa requirements in the country of residence, including the necessary deadlines for obtaining a visa, as well as health formalities (eg vaccines and certificates required by the police) are necessary for the trip and stay, the tenant is responsible for following the passport, customs and vaccination regulations and all regulations that are important for the implementation of the trip (like fishing regulations etc).
- 6. Arrival and departure time**
- 6.1 Arrival time is at 14.00h, departure time is at 10.00h, unless otherwise stated on our website www.dintur.no or in the travel documents. If arrival or departure is between the hours of 23.00h and 07.00h, the tenant may be required to pay a fee of NOK 600 upon arrival at the destination.
- 7. Defects, complaints and remedies**
- 7.1. Any complaints must be notified the local holiday home owner immediately and at the latest within 48 hours after the rental period starts or the discovery of the damage/defect, and in any case before the end of the tenancy. If the damage/defect is not or may not be rectified on site, a written complaint must be sent Din Tur AS within 30 days after the rental period ends. Din Tur AS is obliged to answer the tenant within 6 weeks after the complaint has been received.
- 7.2. There is a defect if the holiday home differs from what is agreed or assumed in the contract and this is not caused by the tenant or due to circumstances on his part. Deviations from the agreed is however not considered a defect if it is of minor importance, or are of a kind the tenant must assume may occur from time to time. The same applies to differences in natural conditions Din Tur AS or the holiday home owner neither knew of nor could have knowledge of or control over.
- 7.3. Some differences in quality, location, equipment, etc. between the different holiday homes at each resort must be expected. Furthermore, some difference between the homes depicted in marketing materials and the holiday home the tenant actually is assigned must be expected. Such differences do not constitute a defect. The fact that other tenants have a holiday home with a different quality, location, equipment etc. than tenants' holiday home, does not constitute a defect in the tenant's holiday home.

- 7.4. The tenant undertakes to contribute to minimizing damages, defects and flaws, and help to keep losses as low as possible for the holiday home owner and Din Tur AS. Din Tur AS shall be allowed a reasonable time period to correct or remedy any damage or defect.
- 7.5. Din Tur AS reserves the right to, if possible, and in Din Tur AS' sole discretion, to remedy any damage or defect by repositioning the tenant to another holiday home of similar price and quality.
- 7.6. Din Tur AS is only liable for direct economic loss incurred by the tenant. Din Tur AS cannot be held liable for indirect loss (consequential damages) or damage of non-financial nature (ideal damage). Compensation cannot be claimed for any loss or damage caused by the tenant's own negligence or condition.
- 8. Din Tur AS' responsibility**
- 8.1. Din Tur AS provides rental of holiday homes, and is not the owner of these. Din Tur AS represents the holiday homes owners' interests in connection with execution of the rental agreement. In the unlikely event that a rental agreement is not able to be carried out due to reasons beyond Din Tur AS' control, that could not reasonably have been expected to be taken into account when the agreement was concluded, and that Din Tur AS could not have avoided or overcome the consequences of, Din Tur AS can cancel the rental agreement with repayment of the already paid rent. Din Tur AS will, however, if possible, and in Din Tur AS' sole discretion, offer the tenant a similar holiday home in the same area and at the same price.
- 8.2. Din Tur AS is not liable if the journey is incomplete as a result of obstacles mentioned in Section 8.1 that occurs after the journey has begun. If the journey is cut short by Din Tur AS due to such conditions, or the tenant cancels it due to such conditions, the tenant will nevertheless be entitled to a proportionate price reduction. Din Tur AS is, to the extent possible, obliged to eliminate any risk or inconvenience to the tenant.
- 8.3. All forms of transportation booked through Din Tur AS are the individual transport company's sole responsibility. Liability in connection with e.g. delays, missed connections, etc., though not limited to this, lies with the individual transport company. Thus, Din Tur AS assumes no responsibility for transport. The transport companies' terms and conditions shall be provided for the passengers upon request.
- 8.4. Neither Din Tur AS nor the holiday home owner can be held liable for loss arising from theft or other external influences which may affect the tenant's personal belongings, etc.
- 8.5. Din Tur AS is a member of The Norwegian Travel Guarantee Fund, which ensures that tenants receive a refund of their prepayments and/or an alternative return in the unlikely event that a bankruptcy should occur. See www.rgf.no.
- 9. Data Protection**
- 9.1 Din Tur complies with the data protection legislation in force at all times (GDPR). Only the personal data necessary is processed by Din Tur and our partners, which include booking companies, data storage suppliers and hosting company. Din Tur also processes personal data to be able to provide you with special offers, service and information via email, phone, letter and newsletter. We may also process your personal data for promotional purposes.
- For more details, read our data protection declaration [here](#)
- 10. Force majeure**
- 10.1. If the implementation of the rental is made difficult or impossible due to force majeure events, such as war, natural and pollution disasters, epidemics, closed borders, traffic conditions, arrest in the currency trade, strikes, lockouts, and similar conditions, which could not have been foreseen when the agreement was concluded, Din Tur AS and/or the holiday home owner may cancel the agreement. Neither Din Tur AS nor the holiday home owner can be held liable for any loss incurred as a result of such cancellation. Din Tur AS is obliged to take the required actions, in particular, if the contract comprises return journey to ensure the tenant returns home. The additional costs for such a return journey

are to be borne equally by Din Tur AS and the traveller. In all other cases the additional costs will be borne by the tenant.

11. Miscellaneous

- 11.1. Din Tur AS' websites, catalogues and other marketing materials are all subject to errors. Din Tur AS is not economically liable for any typographical or other unconsciously misinformation which may cause damage to the tenant.
- 11.2. Disputes between tenant and Din Tur AS shall be resolved amicably. If the tenancy is a package travel under the Package Tours Act § 2-1 (i.e. if the agreement includes additional services in addition to rental of holiday homes), the tenant may bring disputes with Din Tur AS before the Package Tribunal free of charge, see www.pakkereisenemnda.no.

Trondheim, as per February 2022.

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