

BOOKING TERMS AND CONDITIONS

The following are Hurtigruten AS's terms and conditions for travels with Hurtigruten. We kindly ask you to read the terms and conditions thoroughly since these are binding for your booking.

General terms for Package Tours are based on the Package Tours Act ("Act") and on Regulations by the Department of Children and Family Affairs ("Regulations") in Norway, and supplemental provisions of the Act and Regulations. Terms and conditions are valid for package tours that come under the definition of the Act. Customers who might have been classified as belonging under the Act, but travelling totally or mostly in connection with business, research or professional purposes, are not classified as per the definition in the Act. Travels that are not classified as package tours follow the Maritime Code; see separate terms.

1. CONTRACT

Your contract partner is Hurtigruten AS. The contract is binding from the moment that you or your travel agent task Hurtigruten for booking confirmation. Hurtigruten AS is then responsible for delivering the products/arrangements you have ordered; at the same time you are financially responsible for the booking. When you make the booking, you also confirm that you have the authority to arrange it on behalf of yourself and your travel companions. You accept the responsibility for payment to Hurtigruten for all the customers in your booking.

You are responsible for checking that the reservation corresponds with your order. As the person making the booking, you are also responsible for checking that the names on all the documents are in accordance with the passports of all the customers in your booking. You are also responsible for informing all the customers in your booking about the contents of the booking and changes if they occur. If you order your trip via an agent/travel agency, all communication must take place via the agent/travel agency. Note that travel agencies/agents can have additional terms and conditions that are binding for you if you book through them. Always quote your order number when contacting Hurtigruten AS. Payments made to the agent/travel agency are always accepted on behalf of Hurtigruten AS.

2. GUARANTEE

Hurtigruten AS at all times provides the statutory guarantees for package tours from: The Norwegian Travel Guarantee Fund, Postbox 227, N-4001 Stavanger.

3. PAYMENT

When you have asked Hurtigruten for confirmation of your order, the booking is to be paid for as follows:

- A. If the booking is made more than 60 days prior to departure, a deposit of 10 percent of the total cost is charged. The total cost of the trip must be paid no later than 60 days prior to departure.
 - B. If the booking is made less than 60 days prior to departure, the full amount is due immediately.
 - C. If the payments are not made by the due dates, Hurtigruten reserves the right to cancel the booking, withhold the deposit and demand a cancellation fee according to the cancellation rules in Section 6. Travel documents are issued as soon as Hurtigruten AS has received your payment, normally no sooner than 30 days prior to departure.
 - D. If you place your order via our homepage, you must pay for all orders under NOK 10,000 immediately.
- NB! For ordering special offers the total sum for your trip is due immediately upon making the booking.
- If you do not pay with a card, but wish to receive an invoice, the invoice fee of NOK 50 is added as a surcharge.

4. PRICES

The correct price is given before the order is confirmed. Hurtigruten AS reserves the right to change prices; nevertheless no changes can be made less than 30 days prior to departure. Prices can only be increased as a result of changes in transport fees, taxes, surcharges or currency rates. If the price increases by more than 10 percent, you have the right to cancel your trip with no charge and have a right to a full refund. If you wish to cancel due to these conditions, Hurtigruten must have received your cancellation at the latest 14 days after the issue date of the invoice that shows the price increase. Note that arrangements are not always bought in local currency, potentially resulting in variable effects on the price. Discounts can not be added after booking.

5. CHANGES OF NAME/CUSTOMER IN AN ORDER

If you wish to change your booking after we have confirmed it, we do our best to honor your request. We ask for your understanding when it is not possible. Applications for changes should be sent in writing to Hurtigruten AS or by e-mail to: booking@hurtigruten.com.

The customer has the right to transfer the booking to another person who fulfills all the terms and conditions in the agreement, if he/she cannot participate him/herself. The person that transfers the booking and the person to whom it is transferred share the responsibility for the remaining charges and fees and additional costs that occur because of the change.

Applications for changes can be submitted (even after the confirmation/invoice has been received) with the addition of an administration fee per person per change. Extra costs that occur as a consequence of the change are to be paid by the customer.

Changes made more than 35 days prior to departure: NOK 300 plus the extra costs that Hurtigruten incurs by changing your booking.
Changes made less than 35 days prior to departure: Cancellation fee (10%) and administration fee, NOK 300. It is not possible to change a booking based on a special offer.

6. CANCELLATION

Du eller noen i ditt reisefølge har til enhver tid rett til å avbestille reisen mot gebyr. Alle avbestillinger må gjøres skriftlig av den som har bestilt reisen. Avbestillingsdato er den dato Hurtigruten mottar avbestillingen.

For private passengers:

Norwegian Coastal and Explorer expedition voyages within 31.03.2019:

| Days prior to departure: | Cancellation fee as a % of the total price. |
|--------------------------|---|
| More than 60 days prior: | Fee in the amount of the deposit |
| 60-42 days prior: | 30% |
| 41-28 days prior: | 60% |
| 27-14 days prior: | 90% |
| Less than 14 days prior: | 100% |

Explorer expedition voyages after 1.04.2019:

| Days prior to departure: | Cancellation fee as a % of the total price. |
|---------------------------|---|
| More than 200 days prior: | 10% |
| 200-151 days: | 15% |
| 90-46 days: | 30% |
| 45-31 days: | 70% |
| 30-16 days: | 80% |
| 15-1 days: | 90% |
| No-show: | 100% |

For trips based on pre-paid flights, the airline's booking and cancellation rules apply. Insurance costs will be added to the agreed price for the booking. The same applies to any connecting trips which are not part of this booking.

If one or several persons in the same cabin cancel their trip, Hurtigruten has the right to change cabin placement for the persons still travelling. If the cabin is changed, the price is changed accordingly. NB! For roundtrips the changes cannot be made after the voyage has started.

If a customer's booking is for several persons and the confirmed price depends on discounts based on passenger number, the grounds for such discounts are no longer valid. In the case of this kind of partial cancellation, Hurtigruten refunds the sum to the person cancelling, but at the same time charges the resulting higher price from the others in the case of loss of discounts. The person that cancels has to pay the cancellation fee.

If a booking based on a special offer is cancelled, the cancellation fee is 100 percent if no special agreements have been made.

If you have to cancel your booking for reasons that are covered by your insurance, you must apply for a refund from your insurance company for the cancellation. Insurance premiums are non-refundable.

Groups (minimum 10 people): For groups on 10 people or more separate conditions are valid, you will receive these when you book. Agents and travel agents should refer to the Agent Agreement.

7. CANCELLATION/CHANGES BY HURTIGRUTEN AS

Hurtigruten has the right to change information or correct mistakes in its brochure or in the invoices. If changes are made before your trip is confirmed, we are responsible for informing you about the changes before we confirm your booking. Hurtigruten has the right in some cases to cancel your trip if the minimum number

of participants is not attained. This can happen even after we have confirmed your booking, but not later than 8 weeks prior to departure with the exception of Force Majeure. Hurtigruten AS reserves the right to cancel or change any voyage without any liability or compensation to you, provided such cancellation or change is due to circumstances that are beyond our control and that we cannot have known about at the time of confirming your booking and that neither Hurtigruten AS nor any other party we are responsible for, could have avoided.

8. COMPLAINTS

If a customer believes that there are grounds for complaint about an arrangement, the conditions must be pointed out during the trip to the travel guide, the crew, hotel/car rental company representatives, the airline, etc., who will try to correct any mistakes. You are also obligated to minimize your own losses as far as possible. If the situation is not possible to fix, you may send in a written complaint. Any written complaints must be submitted to the travel agency where the booking was made or directly to Hurtigruten AS at the latest within 4 weeks after the end of the trip, unless special circumstances demand a reasonable extension of the deadline. The complaint must contain your reservation number, description of the incident and the claims made.

9. OUR LIABILITY

Our liability in case of damages claimed by you or another person in your booking is limited to relevant international conventions; hereunder are demands in connection with death, personal injury, delay for passengers and loss, damaged or late arrival of luggage. Each case that is connected to air- or sea transport must be presented within the two-year fixed deadline that is stipulated in the Warsaw and Montreal Conventions or in the Athens Convention, depending on which is relevant. Legal action in connection with demands where there is no statute of limitations in the international conventions, or in the Norwegian Maritime Code, must be taken within a year after you go ashore or should have gone ashore. The transport of passengers, baggage and vehicles is subject to the provisions of Act No. 39 of the June 24, 1994 Norwegian Maritime Code, and package tours are subject to the provisions of Act No. 57 of the August 25, 1995 Package Tour Act. According to European Parliament and Council Regulation No. 261/2004 you have in certain cases the right to a refund and/or compensation from the airline if you have been refused a boarding, or if the flight has been cancelled or is significantly delayed; these demands you need to present to your airline. Refund in these cases does not automatically give you a refund for any of your holiday costs from Hurtigruten. In cases where a delay can cause a right to cancel a flight, it does not give an automatic right to cancel or get a refund on other arrangements, even if they might be agreed upon in connection to your flight.

10. INDEMNIFICATION

When you order your travel arrangements with Hurtigruten, you accept the responsibility for making sure that you and the others you travel with behave in a manner that is not disturbing for others and does not cause safety problems or practical problems for the organizer. If your actions or neglect of action cause damage to property while under the contracted arrangements, or cause the delay or detour of a plane or other means of transportation, you agree to indemnify us of all responsibility for demands (including payment for necessary working hours or legal fees) that are presented against us by the owner or owner's representatives of an airline or operators of other means of transport. The captain of an airplane or ship has authority over the plane/ship and the passengers at any time while they embark or are on board. There will not be any compensation responsibility on our part or the part of any of our subcontractors in connection with refund, compensation or costs that are caused in this way. Furthermore we have the right to be compensated for all the costs that we have incurred because of a situation where a passenger is at fault.

In each port or at any other place, we reserve the right to refuse to embark or disembark passengers that, according to the ship's authorized personnel, may be refused permission to disembark at a new port of call by local officials, or that may be suffering from any contagious or infectious disease, or whose presence can be detrimental to other passengers' or the crew's welfare. In cases where the ship or an individual person is in quarantine (i.e. passenger/s having to remain in the berth if receiving instructions by authorized personnel on board should they or any other person in the berth show symptoms of illness or be considered a danger to other passengers), we do not have any liability for any costs that result from the situation, and we are not liable for giving any compensation or refund.

All passengers must ensure that they are able to travel. Hurtigruten AS has the right to demand from each passenger a document of this, and the company is not liable for refund or for compensation in any situations that may occur as a result of withholding information about health matters or handicaps that were known prior to the trip. Persons that have physical or psychological issues or other conditions that might cause a need for special assistance, i.e. usage of regular or motorized wheelchairs, or guide dogs, etc., must inform us in writing before the booking is made. Passengers that use a wheelchair, or might need special assistance, must be accompanied by someone who can assist on shore and on the sea. Your specific passport and visa needs and other immigration demands are your own responsibility and you need to have these matters cleared with the respective embassies and/or consulates. We are not liable in case you cannot travel because you do not meet the newest demands. If you have made any independent travel arrangements, you are responsible for boarding the ship on time, independent of any possible changes in scheduled times and dates or routes. We cannot refund money paid to us, or to a third party that acts on our or your behalf, or give compensation or make any other payments if you, no matter for what reason, do not embark the ship. Passengers that disembark are themselves responsible for embarking before the ship leaves the port.

11. INSURANCE

We recommend that all our passengers sign a cancellation insurance agreement in case of sickness, or/and travel insurance. Hurtigruten purveys insurance from Europeiske Reiseforsikring.

12. PRIVACY POLICY

To be able to process your reservation and quality check the booking, Hurtigruten AS needs to register some basic information. This includes, for example, name, address, special needs/dietary requirements etc. We take all precautions to ensure that the information is not misused. Nevertheless, we must pass on the necessary information to independent contractors that are involved in your travel plans. This includes for example airlines, ships, hotels, transport companies, etc. Information can also be given to credit companies and government authorities such as customs/immigration, if required. We never give this type of information to private individuals or companies that are not directly responsible for part(s) of your trip. This applies particularly to sensitive information that you give to us, such as details about disabilities, special dietary requirements or religious needs. If you do not accept that we pass on this type of information, we reserve the right to reject your booking. Be aware that if you use one of our agents/travel agencies, it is the agent's protection of privacy procedures that will apply. Hurtigruten is not responsible for privacy protection in any other company.

If you wish a copy of the information we have registered about you, you are welcome to get in touch with us.

Hurtigruten AS can in some cases also be interested in getting in touch with you by regular mail, e-mail and/or phone with news, information, special offers and market reviews. If you do not wish to be contacted in these cases, we ask you to inform us on: salg@hurtigruten.com.

13. MAIN OFFICE

Hurtigruten AS,
Postbox 61.44 Langnes, 9291 Tromsø

For the latest version of our payment terms, please visit our homepages.

Date: November 2017

