**Terms & conditions Nesfjellet** 

Your order and subsequent terms and conditions of sale constitute the entire

contractual basis for your purchase. These provisions apply as a binding contract for

goods/services purchased via www.nesfjellet.no, via our head office, via agent etc.,

and for stays in our rental units.

These general terms and conditions apply between Nesfjellet Booking AS, Nesfjellet

Alpin AS, Ranten Hotell (hereinafter referred to as "provider") and the person who,

himself or through others, enters into an agreement with the provider in accordance

with the confirmation. The agreement may apply to accommodation, lift tickets,

activities, the purchase of other products and services, or a combination of these.

**Definitions:** 

Order confirmation – binding agreement between guest and responsible provider

that contains a description of what has been ordered. Including; reference number,

type of rental unit, duration of stay, price overview for the stay, and any additional

services/activities.

Orderer/ guest – the person who enters into an agreement with the provider in

accordance with what is stated in the order confirmation.

Offers- the company offering the product, service or activity

Arrival— check-in time

**Departure**— check-out time

Responsible provider for accommodation in rental cabins and apartments:

Nesfjellet Booking AS

Org. number: 929 661 915

Address: Åkrefjellvegen 36, 3540 Nesbyen

Email: booking@nesfjellet.no

Telephone: (+47) 03540

1

### Responsible provider for hotel stays:

Ranten Hotel

Org. number:978 631 363

Address: Ranten Hotel, 3540 Nesbyen

Email: booking@rantenhotell.no

Telephone: (+47)32 07 28 00

### Responsible provider for lift tickets:

Nesfjellet Alpine AS

Org. number: 939 211 691

Address: PO Box 148, 3541 Nesbyen

Email: info@nesfjellet.no

Telephone: (+47) 03540

### 1. General information

To book accommodation at www.nesfjellet.no you must be 23 years old.

When booking activities, the age limit is 18 years.

We conduct regular random checks regarding identification. If it turns out that the booking is under 23 years of age, the stay will be canceled and the key to the rental unit will be returned without prior notice, without a refund of the rental amount.

### 2. Customer's responsibility when ordering

Before making a final order, you should read and familiarize yourself with important information about the product in question. The customer is responsible for ensuring that the purchase is in accordance with their own wishes, and that the information in the confirmation is consistent with the order.

Anyone who books accommodation via <a href="www.nesfjellet.no">www.nesfjellet.no</a> will be the provider's contact person for the stay, and the person responsible for ensuring that the provider's rules of conduct are followed throughout the stay.

#### 3. Order fulfillment

An order is binding for both parties as soon as the order is completed and a reference number is assigned to the orderer.

After successfully completing your online payment, you will receive an order confirmation by email, provided that the email address provided is correct and valid. The order confirmation will contain all details of your purchase.

The order is not completed and not valid in the following cases:

- The customer has not received an order confirmation email with a reference number.
- Card payments are canceled for various reasons and the payment fails.
- The payment is not made correctly so that the amount is not deducted from the account.

The provider and its subcontractors disclaim liability for errors made by guests if the applicable terms and conditions are not followed.

#### 4. Prices

The agreed prices are binding for all parties and include VAT.

The provider and its subcontractors reserve the right to make any typographical errors/misprints.

# 5. Payment

For stays booked 21 days or less before arrival, full payment according to the agreed price must be made at the time of booking.

For stays booked more than 21 days before arrival, 50% of the amount must be paid at the time of booking.

The remaining amount is payable no later than 21 days before arrival.

The guest will receive a payment reminder.7 days before due date.

If the remaining payment is not made by the due date, the entire order will be cancelled without a refund of the amount already paid.

Our partner NETS Easy is responsible for ensuring that credit card numbers and codes are handled securely in accordance with the requirements defined in the Payment Card Industry Data Security Standard (PCI DSS).

Only Nesfjellet Booking AS and the supplier of the product(s) the guest has ordered will have access to your name and contact information. For further information regarding privacy, please see our privacy policy.

# 6. Cancellation and change of order

Cancellations can be made up to 21 days before arrival.

If a guest cancels their stay earlier than 21 days before arrival, the advance payment will be returned, minus an administration fee of NOK 500.

If cancelled 21 days or less before arrival, the provider retains the entire amount paid.

In case of early check-out or late check-in, amounts for outstanding nights will not be refunded.

Changes to dates or rental units can be made 21 days or more before arrival for an additional NOK 500 administration fee. Changes are subject to availability of the desired rental unit.

Changes cannot be made less than 21 days before arrival.

All cancellations and/or changes must be made in writing to Nesfjellet Booking AS atbooking@nesfjellet.no

In the event of a "no-show", Nesfjellet Booking retains the entire payment amount.

### 7. Cancellation insurance

Guests are responsible for their own costs due to accident or illness during their stay. We recommend that guests have relevant insurance, such as travel and leisure insurance as well as liability insurance.

### 8. Arrival and departure

There is a key box or code lock on the front door of all cabins, you will be sent a code.e 2 days before arrival.

If there are any faults or deficiencies in the rental property upon arrival, the guest must immediately inform Nesfjellet Booking AS. The tenant is responsible for damages that are discovered after the rental agreement and that are not documented by the tenant before the start of the rental agreement.

Bedding: Duvets and pillows are provided in the rental units. Bedding and towels can be rented from Nesfjellet Booking AS, this must be done at the same time as booking the rental unit.

Firewood is not included in the price and must be obtained on your own, unless otherwise informed.

Check-in time: 4 PM or later

Check-out time: latest by 11:00 AM

# 9. Guest's responsibilities regarding accommodation and other terms and conditions

# 9.1 Rules of procedure

- The rental unit must only be occupied by the number of people stated when booking.
- Noise and disturbance in the rental unit that is a nuisance to other guests is not accepted and will result in a warning. It must be quiet from 11:00 PM to 7:00 AM.
  - At other times of the day, mutual respect applies, and consideration must be given to other guests.
- Reported disturbances are charged a fee of NOK 2 000,- regardless of time of day.
- When staying in a cabin or apartment, guests are responsible for snow removal and littering from the parking lot to the accommodation unit throughout their stay.
- Guests may only charge electric vehicles at designated charging points if stated. Payment for this varies from cabin to cabin and is stated in the advertisement or information sheet at the cabin. Violations result in a warning regarding the fire hazard.

 The tenant is fully responsible for any personal injuries that may occur in connection with their stay in and around the cabin. The tenant undertakes to take all necessary precautions to ensure their own safety during the rental period.

# 9.2 Smoking ban

Smoking is prohibited in all our cabins and apartments. We ask all our guests to respect this. Violation of the smoking ban will result in a fine of NOK 6000.

#### 9.3 Livestock

Pets may only be brought to the units where this is permitted and if payment has been agreed in advance. Guests are obliged to follow the regulations regarding keeping pets. Violations will result in a fine of NOK 2500.

### 9.4 Departure

Upon departure, the guest must do the following:

- clean all rooms, remove trash and empty items
- clean kitchen counters and tables
- clean all the dishes and put away
- When renting bedding, it is removed and placed next to the beds.
- Close all windows, extinguish all sources of heat (fireplace, candles, etc.),
  lock doors and put keys in the key box.

If the above is not sufficiently carried out, a fee of NOK 2,500 will be charged. If the key is not returned to the key box, a fee of NOK will be charged.5000,-for changing the lock.

### 9.5 Ski in/ski out:

The ski in/ski out offer at our rental units depends on external factors such as snow conditions, weather, and opening hours of the local ski center. Please note that we cannot guarantee full ski in/ski out access at all times. Renters are encouraged to check the ski center's opening status and snow reports before their stay. Furthermore, Nesfjellet Booking cannot be held responsible if ski in/ski out access is

not possible due to lack of snow or other external conditions. Such situations do not provide grounds for cancellation or refund closer to the stay than 21 days.

# 9.6 Electricity costs:

Some of our rental units require payment for electricity usage in excess of any included allowance. This will be clearly stated in the advertisement and specifications for the relevant unit. Electricity costs are invoiced based on actual consumption and current energy prices. The renter is responsible for any additional costs that must be paid upon departure or after the stay.

#### 9.7 Violation of rules of order

The guest is obliged to treat the rental unit, as well as its furnishings and equipment, in such a way that no damage or unnecessary wear and tear occurs.

Damage caused to the rental unit, inventory or equipment as a result of negligent or intentional conduct is the guest's responsibility and must be compensated. The guest must pay a compensation amount equal to the value of the damaged property(ies), as well as any costs for replacement/repair.

Self-inflicted and unnecessary triggering of a fire alarm that leads to an emergency call will result in a fee of NOK 8,000.

Theft will be reported.

Nesfjellet Booking has the right to terminate the agreement with immediate effect if the guest or anyone in the guest's travel party violates the rules of order in force at any time, acts destructively and/or commits damage in/on the accommodation unit or in its immediate vicinity, or if the accommodation unit is used for purposes other than the agreed upon purpose.

If the agreement is terminated in accordance with this provision, the guest and the guest's traveling companion must immediately move out of the accommodation unit without refund of the rental amount.

In the event of such immediate termination, we also reserve the right to close the accommodation and remove the belongings of the guest and his or her traveling companions.

## 10. Complaints

Any complaints regarding the rental unit must be submitted directly to Nesfjellet Booking AS, and no later than 24 hours after arrival.

Any errors or deficiencies that occur during your stay must be reported immediately. This way, the defect/error can be corrected immediately and with the least possible inconvenience to the guest. Failure to file a complaint will result in the loss of the right to later compensation claims.

# 11. Force majeure

The provider and its subcontractors reserve the right to make any errors in pricing, descriptions of services and technical problems that may arise.

If the stay cannot be carried out due to force majeure (f.eks.In the event of war, lockout, oil and petrol rationing, epidemics, natural and pollution disasters, etc.), both the provider and the guest may cancel the rental agreement. If the agreement is cancelled by the guest, the seller/broker may claim proportionate compensation for the costs associated with the termination of the stay.

In the event of events beyond the provider's control, the provider has the right to move the guest to an equivalent, or better, accommodation. Where possible, the guest shall be informed in advance of such changes. The changes do not entitle the guest to refrain from paying for the stay.

### 12. Privacy

The seller and the seller's partners are responsible for ensuring that the customer's login information is not misused, resold to third parties or otherwise distributed without the customer's consent.

In connection with booking, the tenant agrees that we may send relevant information to his/her email address.

For more information, see our privacy policy.

#### **Hotel conditions:**

#### 1. Cancellation

If a guest cancels their hotel stay less than 48 hours before arrival, the payment will be refunded.

If cancelled 24 hours before arrival, the first night's payment will be refunded. If cancelled less than 24 hours before arrival, the provider retains the entire amount paid.

All cancellations and/or changes must be made in writing to Ranten Hotell atbooking@rantenhotell.no

### 2. Price

All hotel stay prices include breakfast.

# Conditions for purchasing lift tickets:

### 1. Activation of lift pass

When you buy a lift ticket online, you can buy it with or without a Keycard. If you buy a lift ticket with an existing Keycard, your ticket will be activated upon your first pass in the turnstile lift. If you have purchased a new Keycard online, this can be collected at your destination.

### 2. Order fulfillment

After correctly completing your online payment, you will receive a receipt by email. The receipt will contain all details of your purchase and can be brought to the ski resort.

### The order is not completed and not valid in the following cases:

- The customer has not received an email with a receipt with a confirmation/reference number.

- Card payments are canceled for various reasons and the payment fails.
- The payment is not completed completely or correctly so that the amount is not deducted from the account.

If you are in doubt whether your order has been completed correctly, please contactNesfjellet Alpin.

### 3. Alpine resort guidelines

- The season ticket is personal and cannot be transferred to others.
- Refunds for injuries/illness are only given to the injured/ill person against a doctor's certificate, and only for the days the ski pass has not been used.
- Refunds are not given on hourly or daily passes.
- Refunds are not given for large numbers of visits and long queues.
- In case of misuse or violation of the alpine trail rules, the lift pass may be destroyed without compensation.
- Nesfjellet Alpin is one of the alpine centers in Vinterlandet, and the
  Vinterlandet card can be both purchased and used with us.
- Helmets are mandatory at Nesfjellet Alpin. No helmet no card.
- All lift tickets purchased are valid for the current season, including the ski pass.
- Lift passes are given to companions upon presentation of a companion certificate.
- Children taking the children's lift with an adult must be on their own skis. It is not permitted to carry children on shoulders or in their arms.

### 4. Payment

We use a payment solution from Nets AS - Netaxept. Third parties will not have access to your personal information. Netaxept uses Secure Socket Layer (SSL) when transferring personal information. SSL creates a secure (encrypted) connection between your computer and Netaxept. In this way, the information can be transferred safely without unauthorized persons being able to read it along the way.

### 5. Right of withdrawal

When purchasing lift tickets online, there is no right to cancellation or refund, cf. the Right of Withdrawal Act, chapter §22 letter m). This also applies to packages and

campaigns that contain date-fixed lift tickets or date-fixed events. For further information please contact Nesfjellet Alpin.

# 6. Change in taxes and fees

If taxes and/or fees change, leading to an increase in costs for the lift ticket provider after the order has been completed and paid for, the price may be increased accordingly for the customer. The customer must be notified of the price change immediately.

#### 7. Reservations

Reservations are made regarding any publication or proofreading errors on websites and other printed information in the offers provided by the provider.

## 8. Dispute resolution

The guest is asked to contact the provider if they have any objections to the booked event. If the guest and provider are unable to negotiate an agreement, any dispute regarding a previously entered into agreement shall be resolved in local court.

### 9. Operational interruption

**9.1**In the event of a service interruption – i.e. a lift outage and/or when more than 50% of the total ski runs at the time of purchase, or the potential ski runs at any time, cannot be used – the cardholder is entitled to a proportional refund for the time the lift pass cannot be used. The service interruption must be at least 30 minutes in duration and the sum of the service interruptions must constitute more than 1/3 of the lift pass's validity period.

No refunds are given for the purchase of day passes, half-day passes or hourly passes.

**9.2**Force Majure – in the event of operational disruptions that are beyond the control of the operational management, both parties have the right to withdraw from the agreement if the event cannot be carried out as a result of acts of war, natural disasters, prolonged interruptions in water or energy supply, fire or other similar major events that neither party has been able to foresee or influence.

### Terms and conditions for purchasing activities, courses and events

These terms and conditions apply to purchases of activities such as ski school, courses, guided tours, events and the like provided by the Nesfjellet companies. The order is binding when payment has been made and confirmation has been received by email.

Nesfjellet reserves the right to cancel or move events. In the event of a move, the ticket will automatically be valid for the new date. In the event of cancellation, the ticket will be refunded in full within a reasonable time. Service fees and any costs to third parties are not refunded.

Cancellations can be made in writing up to 72 hours before the activity starts. If cancelled later than 72 hours before the start, or in case of no-show, no refund will be given.

For group and corporate activities, a 7-day cancellation period applies, with a 50% fee between 7 and 3 days before, and no refund less than 72 hours before start.

Activities are carried out regardless of the weather as long as the conditions are considered safe. In the event of a closed lift, extreme weather or circumstances beyond our control (force majeure), the activity may be rebooked or refunded proportionately. Participants are responsible for arriving at the agreed time and place, as well as for having a valid ski pass and necessary equipment where required.

All participants participate at their own risk and must follow the instructions of the instructor or organizer.

We recommend that all participants have valid travel and accident insurance.