

Travel terms and conditions



Travel booking & confirmation

The travel booking can be carried out in writing (e.g. by email, fax) or by telephone. Upon receipt of your travel booking a confirmation of the tour and tour price on the part of Iceland Explorer is required, which results in a binding travel contract/agreement. The travel booking, carried out by the inquirer, is also applicable for the participants that are announced in the travel booking, for whose contractual obligation the inquirer is as responsible as for his own. We kindly ask you to send us a list of all travel participants as soon as possible (at the latest 2 months before departure), which has to be finally confirmed no later than 1 month before departure.

Payment

After confirmation of booking a deposit payment of 10% of the total tour price becomes due and is to be settled within one week after booking confirmation. The remaining amount becomes due, when it is definite that your travels take place as booked, and has to be paid at the latest 6 weeks before departure. The payment can be carried out by bank transfer, credit card and cheque. If due payments are not made or not completely made, Iceland Explorer reserves the right to cancel the tour and is hence relieved of the duty of providing the agreed on services. In case of a cancellation Iceland Explorer can claim cancellation fees as a form of compensation.

Services & prices

The agreed upon services derive from the service descriptions of the different tours (please see e.g. our tour proposals, flyer or tour descriptions on our webpage www.explorer.is) and the referring specifications in the booking confirmation. Costs for incidental services as for the provision of visa etc. are not included in the tour price. Before conclusion of the travel contract/agreement Iceland Explorer is authorised to modify the service descriptions at any time; in that case the traveller will certainly be informed. Iceland Explorer reserves the right to change the agreed upon tour price in case of an increase of transportation costs or taxes for certain services as well as in the case of legal modifications and currency fluctuations. In that case the traveller is informed immediately. At price increases of more than 10% the traveller is entitled to withdraw from the travel contract and the already paid deposit is immediately refunded. Price increases from the 20th day before departure are invalid.

Cancellation by the traveller before departure & cancellation fees

You can cancel your tour at any time before departure, whereas the receipt date of the cancellation at Iceland Explorer is applicable. Please submit your cancellation in writing. In case of a cancellation Iceland Explorer can claim adequate compensation (cancellation fees) for the arrangements and expenses already made on your behalf. Cancellation fees also apply when a tour participant does not arrive in time at the respective airport or departure place of the tour, or when the tour can not be attended because of missing travel documents e.g. passport or necessary visa. Every traveller is responsible in person for his timely arrival at the airport of departure or place of departure of the respective tour.

The claim for cancellation fees adds up to the following percentage amounts per person:

Up to the 56 th day before departure:	no cancellation fee
As from the 55 th day before departure:	15 % of the total tour price
As from the 30 th day before departure:	25 % of the total tour price
As from the 22 nd day before departure:	35 % of the total tour price
As from the 15 th day before departure:	50 % of the total tour price
As from the 8 th day before departure:	65 % of the total tour price
As from the 4 th day before departure:	80 % of the total tour price
As from the 2 nd day before departure as well as in case of no-show:	100% of the total tour price

Change of reservation

By your request and as far as realisable Iceland Explorer conducts up until 8 weeks before tour departure a change of reservation (e.g. change of dates or accommodation), whereas the traveller has to pay the additional costs arising at this. In case of changes after the above mentioned time limits potentially arising cancellation fees of the providers have to be passed on to the traveller.

Cancellation by the tour operator

Iceland Explorer can cancel the travel contract without complying with a term if the operation of the tour is strongly disturbed by the traveller. The same applies if a traveller behaves contrary to contract at such a rate that the immediate termination of the contract is justified. Iceland Explorer, however, maintains the right to the tour price. Potential additional costs for the return transportation are borne by the harasser.

Iceland Explorer also reserves the right to cancel the tour if the stated minimum number of participants is not achieved until 5 weeks before departure. In this case you will be refunded the so far paid tour price.

Extraordinary circumstances & Act of God

If the tour is hampered, imperilled or impaired due to extraordinary circumstances and Act of God, which was not foreseeable at the time of contract conclusion, the tour operator as well as the traveller can terminate the travel contract. At this please always consider the travel advises of the respective foreign office.

Remedy, loss minimisation, exclusion from claims & limitation of time

In case a travel service is not performed at all or not performed as agreed upon, the traveller can claim remedy. Iceland Explorer can also find remedy in the way that it performs indemnification of the same or even higher value. Iceland Explorer can refuse remedy if it requires an unreasonable effort.

The traveller can claim minimisation of the tour price after returning from his travels if the services have not been performed according to contract and if he does not culpably fail to report this deficit on the spot (e.g. directly to the tour guide or at Iceland Explorer).

Claims caused by failing to provide agreed upon services are to be asserted in writing to Iceland Explorer within one month after the termination of the tour. The claims of the traveller prescribe in one year after the termination of the tour.

Liability

Iceland Explorer is responsible for the accurate provision of agreed upon travel services and for a careful selection of providers.

Iceland Explorer is not liable for impairment of performance, personal injury, damage or loss of property in connexion with services which are merely mediated as external services (e.g. excursions, sport events, exhibitions and activities, transportation services to and from place of departure or destination like rental cars).

For the participation in sports or other activities you have to take responsibility yourself. Sport facilities, equipment and vehicles should be checked before usage. Iceland Explorer is only

responsible for accidents at sport activities or other activities if it is actually its fault. We are not liable for losses, damages or accidents which are caused beyond our sphere of influence and therefore advice to effect insurance for accidents.

The traveller is self responsible for its actions and is liable for any damages caused by him. In case the traveller does not regard his duties the tour operator can claim his withdrawal from the tour. Costs arising from this are to be paid by the traveller.

Please also note that Iceland Explorer is not liable for changes in the tour programme or route due to weather or road conditions as well as due to other irregularities and the route and departure times may change without prior notice for the purpose of safety of the travellers.

Obligation to co-operate & complaints

Every traveller is obligated to co-operate in case of impairment of performance in order to avoid or reduce potential damages.

In case you should have reason for complaints, contrary to expectations, please inform the tour guide immediately on the spot and claim remedy. If the tour guide is not within reach please approach the provider (e.g. transportation provider or hotelier) or Iceland Explorer directly. We kindly ask you to please report damages or delivery delay of luggage and goods on air travels immediately on the spot to the responsible airline. Tour guides are not authorised to admit any claims.

Pass & visa documents & other regulations

Iceland Explorer is not liable for the timely issue and receipt of necessary visa by the respective diplomatic agency. For visa attainment etc. at the responsible institutions please assume at least 8 weeks. The traveller is self responsible for the compliance with all the regulations that are important for the operation of the tour (e.g. also customs and foreign currency regulations). All disadvantages, particularly the payment of cancellation fees which arise from the non-compliance with these regulations, are at your own expense. Please also pay attention that your passport or identity card is sufficiently valid for your travels.

Place of jurisdiction & general issues

The invalidity of individual regulations within the travel contract does not result in the invalidity of the entire contract. The same applies for the travel terms and conditions at hand. Icelandic law applies exclusively for the travel contract. Place of jurisdiction is the registered office of the tour operator Iceland Explorer. Both does only not apply if international agreements obligatorily instruct something else.

Travel insurance

Please also consider your safety while travelling and enquire information on your present insurance coverage and contract necessary travel insurance (e.g. travellers' baggage insurance, travellers' accident insurance, travel health insurance, travellers' third party liability insurance, travel cancellation expenses insurance) if not already existent. We advise you that travel insurance is not included in the tour price. Travel cancellation expenses insurance has to be contracted at booking or at the latest within 14 days after booking confirmation. Our European guests please also bear in mind to have your European health insurance card with you.