

TERMS AND CONDITIONS

These terms and conditions are of Wild Westfjords ehf, the parent company of the Iceland Offbeat brand, and apply to all our requests and bookings, unless otherwise specifically agreed with us in writing.

1. PAYMENTS

A 25% non-refundable payment is required at the time of booking. The remaining 75% is payable at least 60 days before the tour start date.

2. CANCELLATIONS

a) Self Drive & Self Guided Tours

- 75% refund if cancelled with at least 30 day notice
- 50% refund if cancelled with at least 15 day notice
- 25% refund if cancelled with at least 48 hour notice
- No refund is given for cancellation within 48 hours

b) Private & Guided Tours

- 75% refund if cancelled with at least 60 day notice
- 50% refund if cancelled with at least 30 day notice
- 25% refund if cancelled with at least 15 day notice
- No refund is given for cancellation within 15 days

c) Scheduled Group Multi-Day Tours

- 75% refund if cancelled with at least 60 day notice
- No refund is given for cancellation within 60 days

d) Day Tours

- 75% refund if cancelled with at least 60 day notice
- 50% refund if cancelled with at least 48 hour notice
- No refund is given for cancellation within 48 hours

e) Shore Excursions

- 75% refund if cancelled with at least 60 day notice
- 50% refund if cancelled with at least 15 day notice
- 25% refund if cancelled with at least 48 hour notice
- No refund is given for cancellation within 48 hours

f) Cancellation by Wild Westfjords or third parties

You are always entitled to a full refund if your tour is cancelled by Wild Westfjords or our third party supplier, irrespective of the reason. We are however not under any circumstances liable to additional compensation beyond the paid tour price.

g) Special provision for Isafjordur Day Tours when domestic flight fails to land

Special provisions apply for day tours when an Air Iceland flight fails to land at Isafjordur airport in time with the effect that the customer is unable to participate in the day tour. The general rule in these cases, unless otherwise stated in tour description or communicated at the time of booking, is that participants are entitled to a full refund for the respective day tour missed due to the flight delay.

h) Special provision for Isafjordur Shore Excursions when cruise ship fails to dock

Special provisions apply for shore excursions when a cruise ship fails to dock at Isafjordur port with the effect that the customer is unable to participate in the shore excursion. The general rule in these cases, unless otherwise stated in tour description or communicated at the time of booking, is that participants are entitled to a full refund for the respective shore excursion missed due to the ship delay.

3. PRICES

Package prices are based on input costs, exchange rates and assumptions made at the time of publishing the itinerary. Although Wild Westfjords strives to keep tour prices unchanged, sometimes price increases are beyond our control.

Wild Westfjords reserves the right to modify prices without notice at any time before and including the departure date. Modifications may be necessitated by reasons including, but not limited to, government taxes, fuel costs, significant exchange rate fluctuations, and third party subcontractor service fees.

Any price increase must be paid for prior to the departure date.

4. ITINERARIES AND WEBSITE INFORMATION

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by Wild Westfjords.

The information contained in Wild Westfjords' brochures, itineraries, and website is, to the best of Wild Westfjords' belief, correct at the date of publishing.

5. CONTACT

You will receive a full itinerary with relevant contact details from us, including a telephone number you can dial to reach a Wild Westfjords representative while in Iceland.

6. AVAILABILITY

All bookings are subject to availability. If after receiving a booking from you a part of the holiday turns out to be unavailable, Wild Westfjords will take the following action, bearing in mind the expected quality standard and intended purpose of your holiday:

- a. Attempt to book a comparable service as a replacement
- b. If a comparable service is unavailable, re-adjust your itinerary to the extent necessary
- c. If the holiday experience you were promised when you booked cannot be matched, we will promptly inform you and refund as appropriate.

7. TRIP CHANGES, CANCELLATION, POSTPONEMENT OR DELAY

Wild Westfjords reserves the right to:

- a. Modify any aspect of the holiday;
- b. Cancel or modify any routes within the holiday or objectives set out in the itinerary;
- c. Substitute different or equivalent routes within the holiday in place of cancelled or modified routes; or
- d. Postpone, cancel or delay (either in relation to departure or arrival times or duration) any such aspect of the holiday if, in the absolute discretion of Wild Westfjords or any of our third party subcontractors, it is necessary to do so.

It is our policy to fully refund all parts of your holiday that are cancelled by us or one of our third party subcontractors, as we would like you to only pay for services provided. However if any such change, modification, cancellation, postponement or delay, whether before or during the holiday, necessitates additional costs (including accommodation, flights or ground transportation) to be charged, you agree that you will pay these additional costs as reasonably required by Wild Westfjords.

8. EXCLUSIONS FROM PRICES

Without limitation, the following are excluded from our prices:

- Personal travel insurance
- Visa, passport and vaccination charges
- Extra meals, transport costs, accommodation costs and other expenses not included in the itinerary
- Laundry, postage, personal clothing, medical expenses and items of a personal nature
- Emergency evacuation and / or emergency search charges
- Additional expenses caused by delay, accidents or disruption of planned itineraries
- Tips, on-board beverages and excess baggage charges

9. INSURANCE

We do not provide any insurance as part of our services. It is your own responsibility to ensure that you are adequately covered. In particular, although we take our schedules very seriously and do everything we can to ensure dropoff at the correct time & place for all participants, we do not take responsibility for missed flight or cruise ship departures due to unexpected delays in our tours.

We strongly recommend that you make sure you have adequate travel insurance for your holiday.

10. VISA, PASSPORT, VACCINATIONS AND OTHER TRAVEL REQUIREMENTS

It is entirely your responsibility to make all necessary travel arrangements prior to your departure including obtaining proper identification as required by the Icelandic authorities, compliance with visa requirements, obtaining relevant medical advice and vaccinations and a driving license valid for Iceland in case of a self-driving tour.

Wild Westfjords accepts no responsibility whatsoever and you will not be entitled to a refund in the event that these matters are not dealt with prior to your departure, or if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information.

11. HEALTH, FITNESS AND CLOTHING

Wild Westfjords accepts no responsibility whatsoever for your inability to participate in any part of the holiday or activity due to inadequate health and fitness levels or unsuitable clothing.

Holiday participants are responsible for ensuring that they have the level of fitness and health required by the specific activity especially when involving outdoor adventure activities.

Participants are also responsible for ensuring that they are suitably dressed in view of the weather and the activity. We recommend being prepared for unpredictable weather and bringing with you a good wind-proof/water-proof jacket, warm clothing, thermals and good shoes. Poorly dressed participants may, at Wild Westfjords' sole discretion, be denied participation in activities where their lack of preparation might otherwise be deemed to endanger their own safety and/or the experience of other activity participants.

12. COMPLAINTS AND RESOLUTION

Any complaint arising out of your holiday must be brought to the attention of Wild Westfjords within 24 hours of the cause of the complaint.

If your complaint is not satisfactorily resolved and you wish to pursue the matter on return from your holiday, you must submit your written complaint to us within 14 days of your return.

Wild Westfjords will not be liable in relation to any complaint or problem if you fail to notify us during the holiday or upon your return, strictly in accordance with this condition.

13. FORCE MAJEURE

If Wild Westfjords is prevented (directly or indirectly) from performing any of its obligations under this agreement by any of the following reasons: act of god, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war and terrorism, inclement weather, snow or icy conditions, conditions that are otherwise likely to be hazardous or dangerous, government travel warning or advice, real or perceived health risk, acts or omissions of a third party that prevents the holiday or the aspect of the holiday part being undertaken in accordance with your booking or for any other cause whatsoever outside Wild Westfjords' reasonable control, Wild Westfjords will be under no liability whatsoever to you.

In such case Wild Westfjords reserves the right to substitute different or equivalent routes within the holiday in place of cancelled or modified routes, or postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the holiday) any such aspect of the holiday and may, at its option, by written notice to you either cancel the activity or take any other action as specified in condition 6.

In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of refund of the holiday price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other

additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

If any such change, modification, cancellation, postponement or delay under this condition whether before or during the holiday, necessitates additional costs (including accommodation, flights or ground transportation) to be charged, you agree that you will pay these additional costs as reasonably required by Wild Westfjords.

14. DISCLAIMER

You accept that:

- a. Wild Westfjords acts as a booking agent for third party subcontractors and accepts no liability for the acts or omissions of those third party subcontractors; and
- b. Wild Westfjords will not be liable for any breach of any law by any person with whom you travel on the holiday; and
- c. You may not rely on any representations concerning the holiday made by Wild Westfjords, which are not contained in these conditions.

15. RELEASE AND WAIVER OF LIABILITY

In requesting and making a booking:

- a. You release Wild Westfjords and its officers, employees, agents, licensees, subcontractors, guides and other representatives (all of whom are collectively referred to as "Wild Westfjords, its employees, agents and suppliers") from all financial or economic cost, liability, loss or damage or damage to or loss of your property incurred or suffered by you directly or indirectly during the course of the holiday. Wild Westfjords shall not be liable for personal injury, illness or death unless caused by the negligence or wrongful act of Wild Westfjords, its employees, agents and suppliers; and
- b. You waive any claims you have, or may at any time have, against Wild Westfjords, its employees, agents and suppliers and you agree not to make any claim against or seek any compensation from Wild Westfjords, its employees, agents and suppliers in respect of any personal injury, illness or death suffered by you (unless such death or personal injury is caused by the negligence of Wild Westfjords, its employees, agents and suppliers) or damage to or loss of property sustained by you as a result of your participation in the holiday.

If, despite the release and waiver given under this condition, Wild Westfjords is found to be liable for damages to you, you agree that the maximum amount of such damages will be limited to the price paid for the holiday (provided that any losses relating to death or personal injury arising from the negligent acts of Wild Westfjords, its employees, agents and suppliers will not be limited). Any damages or compensation are further limited by the Warsaw Convention as amended by the Hague protocol 1955 (air), the Athens Convention 1974 (sea), and the Paris Convention 1962 (hotel accommodation).

In the event that Wild Westfjords makes any payment to you in respect of any damages claim brought by or on your behalf, you must assign to us or our insurers, as Wild Westfjords requires, all your rights to pursue any third party and you must provide all reasonable cooperation to us and our insurers in relation to the pursuit of any claim.

16. CONTRACT

This contract (including all matters arising from it) is exclusively subject to Icelandic law.