

Volcano Trails / Terms & conditions

Individual travellers and small groups of 1 - 9 guests

Volcano Trails is a licensed travel agency and a member of the *Icelandic Travel Industry Association*. The agency offers packaged tours and customised travel services for groups and individuals. Our terms and conditions contain legal obligations; we urge our customers to read the terms and conditions carefully and familiarise themselves with those documents before booking. The following terms and conditions apply to individuals and small groups of up to nine passengers. For terms related to larger groups of 10 or more passengers and for travel agency terms, please view our *Group & Agency* terms and conditions.

Tax information

Icelandic tour, transportation, and activity providers are subject to an 11% value-added tax (VAT). Two levels of VAT exist in Iceland: 11% and 24%. The reduced rate of 11% VAT applies to tour operators, hotels, restaurants, coaches, activities, day tours, and overnight tours. The higher level of VAT (24%) applies to car rentals. Accommodation may carry an additional accommodation tax per unit per night, subject to the law.

Booking with Volcano Trails

Bookings are only received in writing or by an electronic booking procedure for accommodation, car rental, transportation, custom tours and special offers through the Volcano Trails' website, www.volcanotrails.com. Reservations are accepted by e-mail to info@volcanotrails.is.

Correct information containing the number and names of participants, the age of children, flight information, payment methods, and vital details of the desired services should follow every booking.

Booking is only confirmed once a confirmation has been sent to the customer in writing by email from Volcano Trails. Accommodation, transportation, activities, or other services will not be booked on behalf of the client until payment of the deposit has reached Volcano Trails.

Volcano Trails will confirm bookings in writing through email, containing the reservation number and an overview of the purchased services. Volcano Trails will confirm a booking with an outlined itinerary. The customer receives a detailed travel itinerary via email one month before the start of the tour or at the earliest possibility depending on when the booking is confirmed.



The customer is responsible for reading and validating information containing travel itineraries, tickets, and invoices. Volcano Trails recommends customers to print out all related travel documents and bring them along on their vacation.

Please contact Volcano Trails regarding any discrepancy you might notice in your travel documents as soon as possible, as changes can be challenging to make with short notice.

Rooming lists

A preliminary rooming list should reach Volcano Trails when a booking is confirmed or 56 days / 8 weeks before arrival. Volcano Trails should receive final rooming lists at the same time as the final payment or no later than 30 days before arrival.

Terms of payment

At a minimum, a 20% nonrefundable deposit will be paid upon booking confirmation. The total amount of purchased services should reach Volcano Trails at least 56 days / 8 weeks before the start of the tour.

Bookings made within 56 days of arrival are subject to full payment at the time of booking.

Volcano Trails may treat a delayed payment as a cancellation of a booking and will, in such an instance, withdraw its confirmation of services to the client subject to the terms and conditions described below regarding cancellation.

Other and stricter payment terms may apply to certain services, such as domestic flights, accommodation, car rentals, etc. In such cases, relevant information will be available in writing at the time of booking.

The 20% confirmation deposit is non-refundable but can be transferred to other tours or services if the client cannot travel on the already confirmed date. Notification of the transfer of rights to another tour has to be sent to Volcano Trails in writing at least 56 days before arrival.

Cancellation

Cancellation must be sent in writing to Volcano Trails and must be confirmed by a reply from Volcano Trails to become active.

The cancellation for individuals and groups of 9 or fewer participants and individuals in a group or the reduction of confirmed and pre-ordered accommodation, tours, rentals and other services is subject to the following conditions:

Private & packaged tours

- 20% non-refundable
- No refund for cancellations within 56 days / 8 weeks before arrival

Scheduled activity tours with fixed departures

- 20% non-refundable
- No refund less than 48 hours / 2 days before arrival

Accommodation with Volcano Huts Þórsmörk

- 20% non-refundable
- 80% refundable up to 42 days / 6 weeks before arrival

ÍSAK Car Rental (if not part of package tour)

- More than 31 days / 4 weeks before arrival: 80% refund
- 1 week before arrival: 50% refund
- Less than 1 week's notice: no refund

Restaurant bookings in Þórsmörk & Álftavatn

- 100% refund up to 48 hours / 2 days before arrival

Other and stricter terms for cancellations may apply in particular cases and with third-party service providers, such as transportation, activity and accommodations. In such situations, the terms and conditions of the service provider apply. Relevant information about the different terms will be available in writing at the time of booking.

Changes in dates and/or destinations are considered cancellations, in which instance, Volcano Trails will reserve the right to payments, according to the cancellation terms stated above.

The customer loses the right to reimbursement for being too late or for failing to present necessary and valid travel documents. Necessary travel documents may include, passport, travel visa, driver's license, immunisation certificates, vouchers and/or other documents.

Volcano Trails reserves the right to change or cancel tours and services and cannot be held responsible for unforeseeable circumstances over which the travel agency has no control and the consequences of which it could not have prevented. Volcano Trails will notify its client as soon as possible.

Transfer of reservation

A passenger may transfer his/her reservation to a party that meets the terms of participation with more than 56 days / 8 weeks' notice of arrival. The passenger, as well as the transferee, shall immediately notify Volcano Trails of such transfer. In such an instance, the transferor of a tour and the transferee hold both joint and individual responsibility towards the travel agency and in respect of the payment of any outstanding amounts and of any extra costs that may derive from such transfer.

Transferring bookings after the issuance of the travel documents is not permitted or in other such instances where the parties selling service for such a tour have set such conditions that the travel agency is not authorised to change. Charges for a reservation transfer are subject to a fee of up to ISK 20.000 per passenger.

Validity of prices & surcharges

Proposals and prices are valid for 14 days from the time an offer is sent to customers unless otherwise stated in the tour documents or other written documentation. Prices on Volcano Trails's website and other promotional material may be based on per person or unit. All prices include value-added tax (VAT) and other taxes. Admission to parks, parking, road tunnel fees and other unforeseen fees are not included in prices unless specifically mentioned as included.

All prices on our website and in our offers are based on current purchasing prices in the location and relate to cost in Icelandic Krona (ISK). Amounts in currencies other than ISK only reflect the price based on the exchange rate of the ISK against the other currency at the current time.

Volcano Trails reserves the right to change prices published on the company website and other promotional material without notice. Volcano Trails also reserves the right to increase or decrease the price of costs that have yet to be invoiced.

Volcano Trails makes every effort to keep the information up-to-date and to ensure that accurate prices appear in promotional material, quotations, and other documentation. Volcano Trails reserves the right to correct any errors or alterations to advertised or confirmed prices as soon as possible or before invoicing. General terms of payment apply once an invoice has been issued.

Volcano Trails will absorb an increase in price of up to 5% due to changes to government laws or other reasons that might raise the prices of a tour or offer. Should prices rise more than 8%, the customer has the right to cancel the tour and receive a full refund. No increase in price can occur after full payment has

been received by Volcano Trails or within 30 days before the start of the tour unless the price increase is correcting apparent errors.

Refunds are made within 120 days after the date of scheduled arrival or the start of the tour. Refunds are made in Icelandic Krona (ISK).

Fees may apply if the customer needs to change the reservation date after confirming the tour or service. The alteration fee for changing the date of confirmed bookings of packages and car rentals is ISK 20.000. The alteration fee for changing confirmed booking dates for accommodation, tours and activities is a minimum of ISK 1.200 per unit, depending on service providers.

The following public holidays and dates with significant events may carry a surcharge of up to 100% on prices for services of our staff, tour guides, and suppliers on that specific date.

New Year's Day / Good Friday / Easter Sunday / Whit Sunday / Independence Day (17 June) / Commerce Day (first Monday in August) / Christmas Eve (after midnight on 24 December) / Christmas Day (25 December) / New Year's Eve (after midnight on 31 December)

Third-party operators

Accommodation, parts of packaged tours or tours and car rentals in their entirety may be operated by a third-party service provider. Information about the operating agency is available in the client's travel itinerary.

Participant's obligations

Travellers suffering from any known or suspected medical condition that may affect travel, or women more than 28 weeks pregnant, must notify Volcano Trails at least 30 days before departure. In such cases, the traveller may be required to produce a medical certificate confirming fitness to travel. Volcano Trails reserves the right to refuse or cancel bookings if relevant certificates are not provided. In this regard, Volcano Trails will not be liable for any failure, negligence, or deceit on behalf of the traveller. Volcano Trails will not be liable for any operator's refusal to carry any person who has not notified Volcano Trails of their condition.

Participants must abide by the tour guide's instructions or the personnel of the party with whom the travel agency does business. The passenger is obligated to comply with the general law and public regulations in the visited country. The client should show consideration for fellow travellers and abide by the common practices in vehicles, at the points of transit, at places of accommodation, at restaurants, etc., as he/she is responsible for any damage he/she may cause by his/her conduct.

A passenger who does not show up at the point of departure (for example, at the air terminal) at the appropriate time has waived his/her right to compensation if he/she misses the reserved tour.

Passenger is in breach in this respect or who, at the beginning of the tour, indicates that he/she will cause disturbance to fellow travellers by means of conduct, intoxication, etc., Volcano Trails is authorised to prevent him/her from embarking on or continuing the journey. The relevant passenger must complete it at his/her expense without any right to claim reimbursement from the travel agency.

The travel agency is authorised to refuse to accept the business of persons on the grounds of their previous offences and to reject the business of individuals who the travel agency deems as unable to travel, for example, on the grounds of illness, etc.

Limited liability and damages

Volcano Trails disclaims responsibility for any loss, damage, accident, sickness or changes to schedules caused by force majeure, such as acts of nature, pandemics, labour disputes, or any other irregularity outside Volcano Trails' control. Volcano Trails reserves the right to alter routes, itineraries, or departure times without prior notice should the necessity arise.

The travel agency reserves the right to limit the payment of damages in conformity with the limitations provided by national law or international agreements.

The travel agency assumes that the participants in group tours enjoy such good health that there is no risk of them causing discomfort to themselves or others in case of group tours or delaying the tour because of an illness. A passenger who has taken ill during a trip is personally responsible for the costs derived thereof and the expenses for returning home. A passenger does not have the right to reimbursement if he/she does not complete a tour for these reasons or other reasons for which the travel agency cannot be held responsible.

A passenger suffering injury or damage to property because a tour is unsatisfactory has the right to the payment of damages except in instances where a default of contract cannot be traced to negligence by the travel agency or another service party, the default is caused by the passenger or a third party who is not connected to the service as agreed upon and the default was unforeseeable or unavoidable, or the default is due to circumstances or events out of control and could not be foreseen or prevented by the service provider.

If a tour does not meet the contract's provisions, the passenger may demand a remedy unless this results in abnormal costs or significant problems for the

travel agency. If improvements cannot be made or only through lesser service, the passenger has the right to a price decrease of his/her tour equaling the difference between the agreed service and the provided service.

Insufficient participation

In a case where service is cancelled by Volcano Trails, for example, due to insufficient participation, a notification will be sent to the client at the earliest opportunity. Volcano Trails will do everything possible to provide similar alternative arrangements without additional costs to the customer. Should those alternatives not be to the client's satisfaction, a full refund will be made of the amount paid.

Complaints

Any complaints regarding services should be made to Volcano Trails's staff, tour guides, or third-party service providers such as hotels or activity providers as soon as possible. The written complaint shall then be dispatched to the travel agency as soon as possible and within 14 days of the tour's completion. Otherwise, potential claims for damages may not be accepted. Complaints should be sent by email to info@volcanotrails.is.

Insurance

Volcano Trails does not provide personal travel insurance. Participants are advised to secure, at their own expense, personal travel, accident/illness and luggage insurance. Cancellation insurance is not included in the price of a tour.

Fraud and misconduct

Volcano Trails will report illegal activities to local or international law enforcement authorities. Supply of false information, such as credit card numbers or cardholder information, may result in the cancellation of confirmed services, legal prosecution, and a claim for any damage caused by illegal activities.

Confidentiality

Volcano Trails will not disclose personal information concerning its clients to a third party for any purpose other than necessary to perform its obligations under this agreement.

Volcano Trails may disclose the customer's confidential information to its employees, officers, representatives, or advisers who need to know such information to fulfil the party's obligations under this agreement. Volcano Trails will ensure that its employees, officers, representatives, or advisers to whom it



discloses the other party's confidential information comply with this clause or as required by law, court order, or any governmental or regulatory authority.

In any case of sensitive information, the client must articulate his/her requirements clearly and in writing.

Jurisdiction and governing law

Any dispute or claims arising out of or in connection with the business between the parties shall be governed and construed by the legislation of Iceland. The parties irrevocably agree that the courts of Iceland shall have jurisdiction to settle any dispute or claim that arises out of or in connection with their business.

Stjörnunótt ehf | Volcano Trails

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