

Volcano Trails / Terms & conditions

Travel Agencies/Tour Operators

Volcano Trails is a licensed travel agency and a member of the Icelandic Tourism Association. Volcano Trails offers packaged tours and customized travel services for groups and individuals. Our terms and conditions contain legal obligations, and we urge all our customers to carefully read and familiarize these terms before booking. The following terms and conditions apply to travel agencies, tour operators, and groups of 10 or more passengers.

VAT and tax information

Icelandic tour operators, transportation, and activity providers are subject to 11% value-added tax (VAT). Two levels of VAT exist in Iceland: 11% and 24%. The 11% VAT includes tour operators, hotels, restaurants, coaches, activities, day tours, and overnight tours. The 24% VAT includes car rentals. Accommodation carries an additional accommodation tax of ISK 300 per unit per night.

Booking with Volcano Trails

Requests and reservations are accepted by email to info@volcanotrails.is or the personal email of one of our travel consultants.

Correct information containing the numbers and names of participants, the age of children, flight information, payment method, and details of the desired services should follow any booking.

Booking is not confirmed until a confirmation has been sent to the customer in writing by email from Volcano Trails.

Volcano Trails will confirm bookings in writing through email, containing reservation numbers and an overview of the purchased services. Volcano Trails will confirm a booking with an outlined itinerary. The customer will receive a detailed travel itinerary via email one month before the start of the tour or at the earliest possible time, 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 that customers print out all related travel documents and bring them along on their vacation.



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

Rooming lists

A rooming list should reach Volcano Trails at the same time a booking is confirmed or no later than 56 days / 8 weeks before arrival.

Terms of payment

A minimum of 20% deposit should reach Volcano Trails 13 weeks (91 days) before arrival. A proforma invoice for the full amount of the booked services will be sent to the tour operator or travel agency in a timely manner.

Full payment, minus any prepaid deposit, should reach Volcano Trails at least 56 days / 8 weeks before the arrival of visitors or upon confirmation if done with shorter notice.

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

Volcano Trails reserves the right to treat delays to payments as cancellation of booking and may withdraw its confirmation of services to clients subject to the terms and conditions described below regarding cancellation.

Groups not represented by a travel agent or a tour operator must pay a minimum of 20% non-refundable deposit, upon confirmation of a booking. Larger groups, with bookings of 30 rooms or more, may be subject to stricter terms and longer payment and cancellation notice of up to 13 weeks.

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

Volcano Trails accepts all major credit cards such as VISA, MasterCard, and American Express. Credit card payments may carry surcharges to cover payment fees. Should you wish to pay by other methods, such as with PayPal or Wire Transfer, please notify us in writing about your preferred method of payment.

Cancellation

Cancellations must be sent to Volcano Trails in writing and must be confirmed with a reply from Volcano Trails to become effective. Cancellations are subject to the following cancellation fees.

Cancellation for travel agencies, tour operators, groups of 10 or more participants, and individuals within a group or reduction of confirmed and pre-ordered accommodation and services is subject to the following terms:

- More than 56 days before start of tour – 20% is nonrefundable
- 56 days or less – 100% is nonrefundable

Other and stricter terms for cancellations may apply in particular cases and with third party service providers such as domestic and international flights. 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 destination are considered as a cancellation in which instance Volcano Trails will reserve the right to payments according to cancellation terms as stated above.

The customer loses rights 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, immunization certificate, 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 or her reservation to a party that meets the terms of participation with more than 56 days 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 toward 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 services for such a tour have set such conditions that the travel agency is not authorized to change. Charges for a transfer of a reservation is subject to a fee of 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 materials may be per-person or per unit basis unless otherwise stated and 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 specified.

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

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

Volcano Trails makes every effort to keep the information up-to-date and to ensure that the accurate prices appear in promotional material, quotation, 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 in government laws, currency changes, or other reasons that may raise the prices of a tour or offer. Should prices increase more than 8%, the customer has the right to cancel the tour and receive a full refund. No increase in prices can be applied after full payment has been received by Volcano Trails or within 30 days before the start of the tour unless to correct obvious errors.

Alteration fee for confirmed bookings and pre-made packages and car rentals is ISK 20.000 and from ISK 1.200 per accommodation unit.

The following public holidays and dates with significant events may carry up to 100% surcharge to prices for the services of our staff, tour guides, and suppliers:

New Year's Day / Good Friday / Easter Sunday / Whit Sunday / Independence Day (17 June) / Commerce Day (first Monday in August) / Christmas Eve (after 12:00 on 24 December) / Christmas Day (25 December) / New Year's Eve (after 12:00 on 31 December)

Third-party operators

Parts of packaged tours or tours in their entirety may be operated by a third-party service provider. Information about the operating agency is available in the client's personal travel itinerary.

Participants' obligations

Travelers suffering from any known or suspected medical condition that may have an effect on travel, or women more than 28 weeks pregnant, must notify Volcano Trails at least 30 days before departure. In such cases, the traveler must also produce a medical certificate confirming fitness to travel. Volcano Trails reserves the right to refuse or to 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 traveler. Volcano Trails will not be liable for any operator's refusal to carry any person who has not notified Volcano Trails of his or her condition.

Participants must abide by the instructions of the tour guide 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 his or her fellow travelers and abide by the common practices in transportation vehicles, the points of transit (for example, at air terminals), places of accommodation, at restaurants, etc. as he/she is responsible for any damage that he or she may cause by his or 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 or her right to compensation if he or she misses the reserved tour.

If a passenger who, at the beginning of the tour, indicates that he or she will cause disturbance to the fellow travelers by means of conduct, intoxication, etc. will be in breach of this contract. Volcano Trails is authorized 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 by the travel agency.

The travel agency is authorized to refuse to accept the business of persons on the grounds of their previous offenses and to reject the business of individuals whom the travel agency deems as being 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, labor dispute or any other irregularity outside Volcano Trails's

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 as provided for 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 that has taken ill during a trip is personally responsible for the costs derived thereof, as well as the expenses for returning home. A passenger does not have the right to reimbursement if he or 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 provisions of the contract, the passenger may demand remedy unless this results in abnormal costs or significant problems for the travel agency. If improvements cannot be made or only through a lesser service, the passenger has the right to a price decrease of his or her tour equaling the difference between the agreed service and the provided service.

Insufficient participation

In a case where service is canceled by Volcano Trails, for example, due to insufficient participation, cancellations will be made with at least 30 days notice. 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

Possible complaints regarding services shall be made to Volcano Trails's staff, tour guide, 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 from the completion of the tour. Otherwise, possible claims for damages may not be accepted.

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.

Site inspection

Volcano Trails will organize and take every measure to negotiate the best price from suppliers on behalf of the client in case of site inspection tours. Volcano Trails will only charge net rates for the cost of site inspections, including the cost for staff and other services. All charges for site inspection visits shall be finalized no later than two weeks before site inspection takes place.

Fraud and misconduct

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

Confidentiality

Each party undertakes that it shall not disclose to any person/company any confidential information concerning the business, affairs, travelers, clients or suppliers of the other party for any purpose other than necessary to perform its obligations under this agreement.

Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information to carry out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause, or as may be required by law, court order or any governmental or regulatory authority.

In case of any sensitive information, the client is required to 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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