

General terms and conditions

We are delighted that you have chosen to stay at the POLARCTIS Lodge and would like to thank you for placing your trust in us.

1. Contractual conclusion

1.1 With the receipt of your order placed in writing, by telephone or in person, a contract comes into effect between yourself and POLARCTIS AB. From this point onward, the rights and obligations arising from the contract (including the general terms and conditions) are effective for you and POLARCTIS AB. We would therefore kindly ask that you read through the following conditions carefully.

1.2 Area of application

These general terms and conditions do not apply to flight tickets and rental cars. These are subject to the transport and travel conditions of the company responsible.

2. Prices and payment conditions

2.1 Price

The price payable by you is based on the quotation provided by POLARCTIS AB or on your booking confirmation. Unless otherwise specified, prices are per person in Swedish Krona.

2.2 Deposit and final settlement

When making an official booking a deposit of 30% of the agreement booking price also falls payable. The outstanding balance must be settled 45 days prior to departure. If payment is not made in a timely manner POLARCTIS AB is entitled to refuse to provide the agreed services and to charge a cancellation fee per point 3.

2.3 Booking at short notice

If you should book your holiday within 30 days of departure, the full amount must be paid upon receipt of the booking confirmation.

2.4 Increases in prices

In exceptional cases it may be necessary to retrospectively increase the prices listed in the POLARCTIS AB quotation. Such price increases can be the result of:

a) Changes in the exchange rate
b) Statutory price increases (e.g. VAT).
If POLARCTIS AB is required to increase the quotation price for the aforementioned reasons, you will be informed of the price increase no later than 3 weeks prior to departure. If this price increase equates to more than 10% of the booking price, you will have the right to withdraw from the contract within 5 days of receiving our notification, free of charge. In this instance POLARCTIS AB will reimburse you with the monies already paid towards your stay.

3. Conditions for withdrawal and amendments

3.1 Notifying POLARCTIS AB

If you cancel your trip (annul the booking) or wish to make a change or amendment to your booking, you must inform us of this personally or in writing. You bear the burden of proof when verifying the cancellation. Any confirmation of booking received prior to this point in time now becomes void.

3.2. Cancellation costs

In the event of a withdrawal from the contract instigated by you, we will charge you the following cancellation fees for your booking:

- up to 91 days prior to departure - 10%

- 90-61 days prior to departure - 30%

- 60-31 days prior to departure - 50%

- 30-16 days prior to departure - 80%

- 15-1 days prior to departure - 100%

- Failure to arrive without prior notification - 100%

Decisive in determining the date of cancellation or amendment is the date upon which POLARCTIS AB receives your notification. In the event of cancellations received on Saturdays, Sundays or public holidays, the next working day will apply.

3.3 Cancellation costs – insurance

We recommend that you take out a policy to cover cancellation costs with your insurer.

3.4 Substitute traveller

If you are unable to travel as planned, POLARCTIS AB will accept a substitute traveller in your place. However, this substitute traveller must agree in advance to accept your travel arrangements on the same conditions as those you agreed with us. Furthermore, the substitute traveller must satisfy the specific travel requirements (passport, verification of vaccines) and his/her travel must not contravene any legal regulations or official decrees. The processing fees and any additional costs that may apply shall be borne by you and the substitute traveller. You and the substitute traveller shall be jointly responsible for paying the cost of the booking and for any additional costs. If you designate the substitute person too late or his/her participation in the trip becomes impossible for the aforementioned reasons then your travel agreement shall be deemed to have been cancelled (point 3.2).

4. Obligations of the tenant of the guest cabins

The rental property must be treated with care. When staying in the rented accommodation it is necessary to consider neighbours and the environment etc. Cleaning the kitchen equipment, the cutlery and crockery is the responsibility of the tenant (and is not included in the end cleaning). If the tenant or co-users cause any damage, this must be reported to POLARCTIS AB immediately. The tenant is liable for any damage caused by himself or the co-users unless he or they are able to verify otherwise. The same applies if the house cannot be handed over to the subsequent tenant.

5. Occupancy

The rental property must only be occupied by the intended number of persons (children and infants included). Additional persons can be refused by POLARCTIS AB or charged for separately.

6. Liability

6.1 General

POLARCTIS AB shall reimburse you the difference between the agreed and delivered service upon verification of reduced service, where it was impossible for POLARCTIS AB to deliver a substitute service of equivalent value at the same time and place, and where we are liable for the reduced service.

6.2 Limitation of liability

If the services of POLARCTIS AB should be subject to international agreements or national laws, which further limit or exclude liability, these

international agreements or national laws shall apply.

6.3 Exclusion of liability

POLARCTIS AB shall not be held liable if a failure to fulfil or failure to substantially fulfil the contractual requirements results from the following causes:

a) failures on your part prior to or during the trip

b) unforeseeable or unavoidable failures of a third party, who is not a participant in the delivery of the contractually agreed services

c) force majeure or an event which POLARCTIS AB or a service provider was unable to foresee or avoid despite all due diligence

d) poor weather conditions

e) damage or losses due to a break-in.

6.4 Personal injury

POLARCTIS AB shall only accept liability for personal injury, death, physical harm etc. during the stay where POLARCTIS AB is culpably liable. Liability is subject to international agreements and national laws (see point 4.2).

6.5 Insurance

We would kindly like to recommend that you take out a travel insurance policy and personal liability cover prior to departure, unless your existing insurance policies already provide sufficient cover in this regard.

7. Complaints / compensation

7.1 Unsatisfactory arrangements

Should you have complaints during your stay or suffer loss or damages, please report this to POLARCTIS AB immediately. This is essential in order that any subsequent claims for compensation can be validated and in many cases this also enables remedy.

7.2 Remedy and confirmation of defects

If, within a 48 hour period, no remedy is possible and the circumstances concern a serious defect, you are entitled to personally initiate remedy. POLARCTIS AB shall reimburse you any costs arising in this regard where proof of such costs is provided. However, a prerequisite for the validation of any claims for compensation is that you have the defects confirmed by POLARCTIS AB in writing. In order to avoid difficulties during the settlement of a claim, we recommend that you contact POLARCTIS AB prior to reaching a decision in order to agree on the way to proceed.

7.3 Notification of demands

You must submit your objection to POLARCTIS AB in writing no later than 30 days after the contractually stipulated end of your stay. If you do not comply with this condition then the entitlement to compensation is voided.

8. Programme changes

8.1 POLARCTIS AB reserves the right to amend its programme or individually agreed services – also in your interest – following commencement of your stay if unforeseen circumstances demand this. This may be the case if the changes are attributable to force majeure, official measures and delays by third parties, for which POLARCTIS AB is not responsible. We shall naturally attempt to inform you of such changes as quickly as possible.

8.2 Reduced value of arrangements

If POLARCTIS AB is required to amend an arrangement that has already been agreed with you, meaning that an objective reduction in value results, you shall receive reimbursement from POLARCTIS AB where such circumstances are not attributable to grounds for which we are not responsible per point 8.1.

9. Non-fulfilment of travel

9.1 POLARCTIS AB is entitled to cancel your stay if you give occasion for this through your actions or omissions. In this case you shall be charged the cancellation costs per point 3.2.

9.2 Force majeure

Events of force majeure, official measures or strikes may induce POLARCTIS AB to cancel the booking. In such cases we shall make every effort to inform you of this as quickly as possible. You are entitled to reimbursement of the booking price. Further claims are excluded.

10. Entry permissions and health regulations

Travellers are personally responsible for adhering to the entry and health regulations. Check that you are carrying all of the necessary documentation on you person prior to departure. POLARCTIS AB would like to inform you that, in the event of a refusal of entry, you will be required to bear the cost of any additional return travel costs.

11. Ombudsman

Prior to any legal dispute you should get in touch with the independent ombudsman for the travel industry. The ombudsman will attempt to broker a fair and balanced settlement between you and POLARCTIS AB in the event of any issue that may arise.

12. Applicable law and jurisdiction

The legal relationship between you and POLARCTIS AB shall be subject to Swedish law. Jurisdiction over all disputes arising from this contract shall be held by Överkalix, Sweden.