

Bergmenn ehf
Bergmenn Mountain Guides – Arctic Heli Skiing

General Business Terms and Conditions 2010 – 2011

Management/Organizer:

Bergmenn ehf. is the organizer of the ski packages described on our website. Any travel agent or individual representing Bergmenn ehf is acting only as an agent authorized for encashment.

Note: The term Heli skiing shall include Heli snowboarding, Heli Telemark skiing and Heli accessed ski touring.

Note: All prices are in Euro €. Due to the fact that all costs are in ISK we reserve the right to add an exchange rate surcharge to the package price before the final payment has been made in case of extreme currency fluctuations. After the final payment has been made no surcharges will be applicable.

Registration Policies and Conditions:

By submitting a registration form and paying a deposit the client has entered into an agreement with Bergmenn ehf. The completed registration form along with the terms and conditions, ski packages or quote and the rates and dates constitute a legally binding agreement between Bergmenn ehf and the guest.

Deposits, Registration and Payment:

Each guest should familiarize themselves with these terms and conditions and our website. This will ensure that you pick the best package for your needs and that you have a full understanding of what a heli ski trip/ski package entails.

Contact us by email to reserve a space in a ski package. A non-refundable deposit and a completed registration form are required within 1 week of the reservation date to confirm your reservation.

The deposit is 35% of your total package price. The exact amount will be calculated and sent back to the guest in the reply to his initial booking request.

To secure your space, final payment is required 95 days prior to commencement of your package. If booking less than 95 days prior to start of ski package full payment is due to confirm and secure the space.

Refunds:

No refunds are given in whole or in part for unused days within the package due to late arrival or early departure. If you decide to come in early or not ski at all no refund will be given should the guaranteed vertical or flight time not be

reached. Should the entire group not reach the guaranteed vertical due to weather, mechanical breakdown or conditions, unused time is averaged over the group and refunded at Euro 1.400.- per hour of unused time.

Cancellations:

All ski packages start and finish on the specified dates and have been offered as a complete package. There are no refunds, partial or full for any of the following reasons.

- Late arrival or early departure for any reason
- Sickness or injury
- Lack of skier ability or fitness

Cancellations must be made by email. If you are unable to attend your ski package after the final payment date then the ski package is transferable to another person. If Bergmenn ehf is able to find a replacement for your space then your package payment can be deferred to a ski package in the next season. Cancellation more than 95 days prior to the start date of package will result in loss of the **non-refundable** deposit. If cancellation is received 95 days or less, prior to start of confirmed package then entire trip price is owed and **non refundable**.

Bergmenn ehf reserve the right to cancel any Heli skiing package at anytime. Should this occur a refund of payments, including deposit, less 3% administration fee will be given.

Fuel Surcharge:

Bergmenn ehf reserve the right to add a fuel surcharge to any of the ski packages. The price of ski packages are determined months in advance before fuel costs are known. As this is one of the single greatest costs we may be forced to add a fuel surcharge to compensate for increases in fuel prices.

Liability:

Each guest will be required to sign a **RELEASE FROM LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**. By signing this agreement / waiver you are giving up certain legal rights. This agreement / waiver must be signed and witnessed before the guest is allowed to ski. Refusal to sign this waiver will result in cancellation of that guests ski package with no refund of any sort.

Insurance:

Because of the costs involved in heli skiing Bergmenn ehf require that each guest purchase trip or holiday cancellation insurance in addition to medical, personal and travel insurance. This insurance should cover emergency helicopter evacuation. Contact your local travel agent or insurance provider for details.