# skistar

# SKISTAR GROUP & CONFERENCE BOOKING TERMS & CONDITIONS 2023:11

These booking terms apply between SkiStar and the Customer for the purchase of group and conference arrangements provided by SkiStar through SkiStar Group & Conference. SkiStar also refers to Visita's General Terms and Conditions, attached to these booking terms. To the extent that these terms and conditions of booking and Visita's General Terms and Conditions contain provisions on the same matter, these booking terms will take precedence between SkiStar and the Customer.

# Definitions

In these booking terms, the following definitions apply:

Arrangement: Group or conference booking made by the Customer in accordance with a Booking Confirmation issued by SkiStar. An Arrangement may refer to lodging and/or catering, conference arrangements, transport, the purchase of other products and services/activities, or a combination of the above.

#### Booking

- Confirmation: Written confirmation of an Arrangement booking sent by SkiStar.
- Customer: The person, legal or physical, who enters into an agreement with SkiStar for the purchase of an Arrangement. A Customer who is a physical person must be at least 18 years of age.
- **Travel party:** The group of physical persons covered by the Arrangement purchased by the Customer.
- SkiStar:
   If the Arrangement concerns travel to a destination in Sweden:

   SkiStar AB (publ), Reg. no. 556093-6949, 780 91 Sälen, VAT no.

   SE556093694901
   Tel.:

   If the Arrangement concerns travel to a destination in Norway:

   SkiStar Norway AS, reg. no. 977 107 520 MVA, Velkomstvegen

   10, NO-2420 Trysil.

#### Visita's General Terms

and Conditions: General terms and conditions for conferences, group bookings and other Arrangements as determined by Visita.

# 1 THE AGREEMENT ETC.

- 1.1 SkiStar confirms the receipt of a booking by sending a Booking Confirmation. The Customer and SkiStar are deemed to have entered into a binding agreement as soon as: (i) the Customer have returned a signed Booking Confirmation, or (ii) when the Customer has paid a deposit.
- 1.2 The amounts in Swedish kronor in these booking terms refer to SEK if the Arrangement relates to a Swedish destination, and NOK if the Arrangement relates to a Norwegian destination.
- 1.3 Current check-in and check-out information is specified in the Booking Confirmation or information/welcome letter. The price of lodging does not include cleaning, bed linen, towels, children's cots/high chairs, toilet paper, cleaning supplies, etc. unless otherwise stated in the Booking Confirmation.

Any SkiStar lodging where smoking and pets are not permitted is not sanitised to cater for allergy sufferers.

#### 2 PAYMENT

This paragraph 2 applies instead of section 3 Deposits and in addition to section 7 Payment and 8 Reservation for price changes in Visita's General Terms and Conditions.

#### Payment of deposit

2.1 After booking, SkiStar will immediately send an invoice for a deposit. The deposit represents fifty (50) percent of the total amount for the Arrangement, as specified in the Booking Confirmation. The deposit is due to be paid fifteen (15) days after the invoice date if the booking is for groups of 0-150 people or twenty (20) days after the invoice date if the booking is for groups of 151 people or more. If the Customer does not pay the deposit, SkiStar has the right to withdraw from the agreement.

#### Additional bookings, etc.

2.2 The Customer is responsible for all costs incurred as a result of bookings made before or during the Arrangement, i.e. in addition to what is included in the Arrangement as specified in the Booking Confirmation.

#### **Final payment**

- 2.3 The final payment must be made in accordance with what is stated in the Booking Confirmation, with the exceptions set out below.
- 2.4 If SkiStar's costs of the Arrangement increase after the agreement has become binding for the parties, SkiStar is entitled to increase the price of the Arrangement by an amount equivalent to the cost increase if the cost increase is the result of changes in taxation, exchange rates, fuel prices or other fees for services included in the Arrangement. SkiStar must immediately notify the Customer of any changes to the price to be paid.

# Late payment

2.5 If the Customer exceeds the payment deadline, SkiStar is entitled to compensation for the statutory fee for a written reminder to pay and for collection requirements where applicable, in addition to interest on late payment in accordance with Visita's General Terms and Conditions.

# **3** CANCELLATION AND CHANGES

Paragraph 3 applies instead of section 6 Cancellation in Visita's General Terms and Conditions

#### **Cancelling the Arrangement**

- 3.1 Cancellation must be made in writing by e-mail to SkiStar at the address stated in the Booking Confirmation.
- 3.2 In the event of cancellation, an administration fee of SEK 200 per traveller will be charged regardless of when the cancellation is made. Furthermore, the cancellation fee below will also be payable, depending on when the cancellation is made. Arrival means the days before arrival at the Arrangement destination as specified in the Booking Confirmation.
- 3.3.1 Groups of 0-150 people

In the event of cancellation:	Cancellation fee:
70 - 60 days before arrival:	50% of the total value of the Arrangement
	as specified in the Booking Confirmation
59 - 30 days before arrival:	75% of the total value of the Arrangement
	as specified in the Booking Confirmation
29 - 0 days before arrival:	100% of the total value of the Arrangement
	as specified in the Booking Confirmation
3.3.2 Groups 151- people	
In the event of cancellation:	Cancellation fee:

50% of the total value of the Arrangement as specified in the Booking Confirmation 75% of the total value of the Arrangement as specified in the Booking Confirmation 100% of the total value of the Arrangement as specified in the Booking Confirmation

#### Change of Arrangement

100 – 90 days before arrival:

89 - 60 days before arrival:

59 - 0 days before arrival:

3.3 Groups of 0-150 people

The Customer is entitled to:

- Up to 15 working days before arrival at the destination for the Arrangement in the Booking Confirmation, reduce the original number of rooms/apartments/cabins by a maximum of 10 %.
- Up to 5 working days before arrival at the destination of the Arrangement in the Booking Confirmation, reduce the original number of participants in the travelling party (not lodging) by a maximum of 10 %.

All cancellations and changes notified later than 5 working days before arrival will be charged the full rate.

#### 3.4 Groups of >151 people

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The Customer is entitled to:

- 20 working days before arrival at the destination for the Arrangement in the Booking Confirmation, reduce the original number of rooms/apartments/cabins by a maximum of 5 %.
- 5 working days before arrival at the destination of the Arrangement in the Booking Confirmation, reduce the original number of participants in the travelling party (not lodging) by a maximum of 5 %.

All cancellations and changes notified later than 5 working days before arrival will be charged the full rate.

#### 4 TRANSPORT

- 4.1 Special terms and conditions apply to any travel/transfers (trains, buses, flights) included in the Arrangement. These are specified in the Booking Confirmation.
- 4.2 The Customer agrees that SkiStar does not perform the transport and that its performance is thus beyond SkiStar's own control. SkiStar is responsible for taking reasonable steps to ensure that the transport companies fulfil their obligations. However, SkiStar is not responsible for any damage resulting from deficiencies in the performance of the travel service by the transport company, e.g. costs for cancellation or delay of transport or consequential damage due to the inability to carry out the transport.

#### 5 CUSTOMER'S RESPONSIBILITIES

- 5.1 The Customer is responsible for everyone in the Travel party. The Customer must thus ensure that:
  - all members of the Travel party comply with the rules of conduct, safety conditions, instructions and provisions notified to the Customer regarding travel, lodging and other products/services/activities covered by the Arrangement, as well as the general industry regulations notified by the SLAO/ALF, incl. skiing rules, which are available at https://www.skistar.com/en/myskistar/allman-booking-

information/industry-rules/. Such instructions include, for example, instructions given on site regarding open/closed descents, the opening hours of the facility, special rules for e.g. night skiing and safety conditions for skiing/cycling and the respective activity. For any activities arranged by SkiStar, the rules are also available at <a href="https://www.skistar.com/en/aktiviteter/">https://www.skistar.com/en/aktiviteter/</a>. SkiStar is not responsible for any damages arising from acts in violation of such instructions, e.g. in the event of a breach of the security conditions.

 when renting sports equipment, each participant in the Travel party is responsible for, and properly cares for, the sports equipment in the best possible way. In the event of recklessness or negligence the Customer is liable to pay for any damages incurred. Sports equipment must be returned in a clean state. All sports equipment must be returned by the time stated in the Booking Confirmation. If sports equipment is not returned, the Customer will be charged the full sales value. The Customer is liable for compensation if the equipment is stolen.

- everyone in the Travel party must show the utmost consideration and silence towards others in the area between the hours of 23:00 and 07:00. Guests must also show respect for each other at all other times of day. Disturbances will be dealt with in consultation with the concierge. Guests will be fined for any disturbances regardless of the time of day. The fine is SEK 1 500-SEK 5 000 per disturbance, depending on its nature and severity. This is assessed in consultation with the concierge. Hotels may have different codes of conduct and guests will be notified of these when they check in.
- any errors that arise in the Arrangement or a share of the Arrangement during the stay, must be reported to SkiStar within a reasonable time during the stay, so that SkiStar has the opportunity to rectify them.

5.2 Before departure, the Customer must ensure that:

- all keys to the lodging are returned to SkiStar. Otherwise, SkiStar will debit
  a fee equivalent to the cost of changing the locks, but at least SEK 2 000,
  and
- the lodging is cleaned in accordance with the cleaning instructions provided, unless a departure clean has been booked as part of the Arrangement. However, a booked clean does not include indoor and outdoor cleaning, washing the dishes or emptying rubbish/empty bottles. If the lodging is not cleaned before departure, SkiStar will debit a fee equivalent to the cost of the cleaning, but at least SEK 1,500.
- 5.3 The Customer is fully responsible for any damage to the lodging, its equipment or the surrounding area if the Customer, someone in the travelling party, or another person who is given access to the lodging, is negligent. SkiStar is also entitled to charge the Customer a cost equivalent to the damage, but at least SEK 5,000. If the provision on smoking and pets is violated, the Customer will be charged a fee equivalent to the cost of sanitation, but at least SEK 6,000.

# For skiing/cycling and similar activities outside the prepared and secured descent

5.4 SkiStar's alpine skiing offer (including snowboard, cycling, etc.) and SkiStar's range of other activities only cover the geographical area that SkiStar has prepared for the activity. The alpine range includes, for example, only the base area, lifts and secured and prepared descents. SkiStar is not responsible for skiing/cycling, etc., outside the secured and prepared descent, which is associated with a high risk of injury and is not recommended.

## 6 SKISTAR'S CHANGES AND RIGHT TO TERMINATE THE AGREEMENT

SkiStar reserves the right to change the terms/content of the Arrangement to the extent that the Customer can be offered other equivalent services/activities.

## 7 FORCE MAJEURE

The points in this paragraph 7 apply in addition to section 9 of Visita's General Terms and Conditions of Force Majeure

If SkiStar is prevented from fulfilling its part of the agreement due to circumstances beyond its control and which SkiStar could not reasonably have expected at the time the Agreement was concluded and the consequences of which SkiStar could not have avoided or overcome (force majeure), this shall constitute grounds for exemption that postpones the time of performance. Such force majeure events include war, terrorist attack, strike, sabotage, damage, fires, floods and other natural disasters, epidemics/pandemics, quarantine measures, technical problems or maintenance problems with SkiStar or the transport company, unforeseen operational decisions by the transport company resulting in cancellation of transport, significant restrictions on deliveries or mobility, government regulation or other similar events. The Customer must be notified in writing without delay of SkiStar's wish to postpone performance under this paragraph.

# 8 PERSONAL DATA

SkiStar is the personal data controller for the personal data processed about the Customer and the Travel party. The processing always takes place in accordance with current personal data legislation and SkiStar's information document on the processing of personal data for Group & Conference customers, which is available at <a href="https://www.skistar.com/sv/skistar-business/kontakta-oss/booking-terms/">https://www.skistar.com/sv/skistar-business/kontakta-oss/booking-terms/</a>.