

GENERAL TERMS AND CONDITIONS FOR PURE HOTELS

1. DEFINITION

- 1.1. The term "hotel" in the following applies to Pure Hotels.
- 1.2. The term "Hotel Agreement" or "Contract" applies to the agreement made between Pure Hotels and the tour operator, travel agency or private group bookings (jointly referred to as the travel organizer) for accommodation for their FIT guests (individual travelers) and groups.
- 1.3. The term "Hotel Services" are all such services provided by Pure Hotels such as hotel room, meal arrangements and other services to be performed by the hotel that have been agreed upon between the tour operator, the travel agency or private group bookings and the hotel.
- 1.4. The term "FIT" or "Group" refer to the tour operators, or the travel agency's client(s) jointly also referred to as "guests". A group is defined as min. 15 paying guests.
- 1.5. The term "Allotment" refers to a block of rooms which the tour operator is holding for re-sale. An allotment can be purchased for the entire season, part of the season or for specific dates. Any unsold rooms must be released back to the hotel within the release period agreed between the parties unless the travel organizer is guaranteeing the rooms.
- 1.6. The general terms and conditions of the tour operator shall apply only if this has expressly been agreed.

2. AGREEMENT DURATION

- 2.1. The agreement enters into force upon the hotel's written confirmation of the tour operator's request.

3. OBLIGATIONS OF THE TOUR OPERATOR / TRAVEL AGENCY / PRIVATE GROUP BOOKINGS/

- 3.1. In the event of an allotment, the tour operator or the travel agency is obliged to notify the hotel of a reservation as early as possible, or upon demand. The release period is 30 days prior to the arrival date.
- 3.2. The travel organizer must pay the agreed prices or, if no prices have been agreed, the listed prices.
- 3.3. The tour operator, travel agency or private group bookings must inform their guests about all relevant information regarding the hotel and all important information pertaining to their stay.
- 3.4. In the event of a travel group, the tour operator or the travel agency must advise the hotel of the name of the tour leader.

4. OBLIGATIONS OF THE HOTEL

- 4.1. The hotel will demand an advance pre-payment or a deposit, such as a credit card guarantee, from the travel organizer upon confirmation of a single reservation or allotment. The size of the advance payment and payment dates will be agreed upon during the discussions of the travel organizer's request and inserted in the agreement. If the prepaid amount is less than the invoiced amount, the balance will be paid upon check-out.
- 4.2. The rooms will be available as from 15:00 hours on the agreed date of arrival. Earlier check-in is not permitted.
- 4.3. Check out is at 11:00. In the event of delay, the hotel will charge 50% of the contractual rate until 18:00 hours and 100% of the contractual rate after 18:00 hours.
- 4.4. If the hotel cannot provide the contracted rooms and/or services, the hotel shall inform the travel organizer immediately and secure alternative accommodation and services in an accommodation of at least equal or superior category and with similar characteristics and facilities as originally booked.

5. PRICES AND PAYMENTS

6. The agreement will include prices and payment terms.
- 6.1. The agreed prices include all taxes and local taxes in effect at the time of the confirmation of the allotment or reservation. In the event the authorities will introduce a new tax to be levied

on hotel overnights, the hotel reserves the right to pass it on to the travel organizer.

- 6.2. The tour operator or the travel agency may not at any time pass on their contracted prices to their guests directly.
 - 6.3. The hotel invoice, or any balance due, is payable within ten (10) days from the date on the invoice.
 - 6.4. The confirmation of allotment or the reservation of rooms will indicate net prices to be paid to the hotel, or alternatively prices that are commissionable to the travel organizer.
- ## 7. CANCELLATION BY THE TOUR OPERATOR OR TRAVEL AGENCY
- 7.1. The travel organizer can only cancel the agreement if this was explicitly agreed during the negotiations of the allotment, or reservation of room(s).
 - 7.2. In the event the hotel and the tour operator have agreed on a specific release date, this date must be respected in order to avoid indemnity, or else the hotel will invoice the agreed rate, number of rooms and number of nights. The invoice is payable within 10 days, if nothing else has been agreed.
 - 7.3. Should the hotel be able to re-sell the cancelled rooms the travel organizer has paid for, the hotel will credit the tour operator or travel agency for the rooms they were able to re-sell.
 - 7.4. General Group Booking Cancellation (weddings, meetings, banquets etc.) will only be possible according to the following payment terms and conditions:
 - ✓ up to 90 days, 25% due of the agreed total volume
 - ✓ 89-60 days prior to arrival, 50% due of the agreed total volume
 - ✓ 59-30 days prior to arrival, 75% due of the agreed total volume
 - ✓ 29-0 days prior to arrival, 100% due of the agreed total volume
 - 7.5. Tour Operator Group or Travel Agency Group cancellation: 45 days prior to arrival.

CANCELLATION BY THE HOTEL

- 7.6. The hotel must respect the agreed cancellation terms or release date as specified in 6.2 and 6.4.
- 7.7. The hotel may cancel the agreement for any of the following reasons:
 - ✓ Force majeure or other circumstances beyond the hotel's control that render the fulfillment impossible such as strike, lockout, loss of electricity or (warm) water
 - ✓ Rooms have been reserved under false pretenses and the hotel has reason to believe the operation will jeopardized the hotel's security or image or reputation
 - ✓ The purpose of the stay is illegalThe justified cancellations in 7.2 by the hotel constitutes no claim for damage, indemnity payment or compensation.

8. LIABILITY OF THE HOTEL

- 8.1. The hotel is liable for any harm inflicted on life, limb and physical health on the hotel's premises
- 8.2. The hotel is liable for damage caused intentionally or due to negligence by the hotel. Should disruptions or impediments occur affecting the hotel operation, the hotel must act promptly in order to keep delays at a minimum.
- 8.3. The hotel may provide parking space in the hotel garage or parking lot against a fee. In the event of damage to motor vehicles parked or maneuvered on the hotel's property, the hotel cannot be held responsible.

9. FINAL PROVISIONS

- 9.1. Amendments and supplements to the contract must be made in writing. Unilateral amendments or supplements by the tour operator, travel agency or private group bookings, are invalid.
- 9.2. In the event of any disputes, the court of jurisdiction is the Court of Oslo, Norway
- 9.3. The contract is governed by and shall be construed in accordance with Norwegian Law

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- 9.4 Should any one of the provisions in these general terms and conditions become invalid, or void, the remaining provisions will still remain unaffected.