

GENERAL PROVISIONS FOR ALBATROS TRAVEL

As of October 1, 1993 all travel arrangements are subject to the 'Law on Package Tours' that harmonizes the rules within Europe and gives greater consumer protection. In accordance with the law, travel bureaus must be able to document that they have drawn the attention of the consumer to all possible contingencies; the exact itinerary, all formalities and expenses, possible changes, and the terms of agreement must be very clear when the tour is booked (i.e. before you confirm your booking by paying a deposit). This may seem rather overwhelming for both our customers and us, but in the following we shall attempt to give you a general idea of how we administer the law.

N.B. It is of paramount importance that you have familiarized yourself thoroughly with the basis of agreement for a tour. The basis of agreement comprises the following elements: Brochure and price list, invoice, participant's certificate, general regulations, practical travel tips. If the tour is booked AND paid for at Albatros Travel's website, the traveller is under an obligation to read and possibly print all relevant information and documents.

A. The brochure and price list contain a detailed description of the tour, current prices and a specification of expected extra expenses as well as special regulations or pieces of information that are relevant in connection with the specific tour. Flight times, visa requirements, etc., are frequently altered and information regarding these will therefore seldom be found in the brochures. Brochure and price list are available as printed material and as a part of Albatros Travel's website. Please notice that the website also includes a short presentation of the tour, which does not cover the whole tour.

B. The invoice is mentioned here simply as an accounting technique that presents the total cost and conditions of payment.

C. The participant's certificate. Here we publish the latest data and pieces of information: name of traveller, specification of price, tour plans and flight times, visa requirements, etc. Furthermore, we list any discrepancies in relation to the brochure and the general provisions of the travel agency. Regardless of what may stand in previously distributed material, the participant's certificate contains the most current information and is thus the most valid. If purchasing a tour through the website, we recommend you to print the invoice and participant's certificate, which also serve as your receipt for booking and payment.

D. General provisions. We have standardized our general provisions relative to legislation and to the provisions of The Association of Travel Agencies in Denmark. These provisions must be seen in context with the participant's certificate and other material. If there are special provisions for your trip, these must be included in your participant's certificate. Otherwise, you may assume that the general provisions for Albatros Travel are valid for your trip.

E. Practical travel tips. In connection with many of our tours we distribute some practical travel tips. These are first and foremost intended as an assistance and service for our customers even though they may contain more formal information. For this reason, we presuppose that the participants are familiar with the contents.

F. Product liability insurance. In keeping with the legislation regarding extended liability for tour operators, Albatros Travel has taken out an insurance policy with 'Europæiske Rejseforsikring A/S'. This covers, among other things, up to DKK 1 million in the event of personal injury. N.B. We always presume that our customers have familiarized themselves with the content of all of the distributed material.

1. BOOKING

The booking of a trip is binding for both customer and travel agency once the deposit has been paid.

2. CONDITIONS OF PAYMENT

At the time of booking, a deposit of DKK 3,000 per person must be paid. Cancellation insurance in case of illness must be paid at the same time as the deposit. The remaining payment must be submitted no later than 75 days prior to departure. The travel documents will usually be forwarded to you, so that you will receive them at least 7 days prior to departure. If the deadline for the remaining payment is exceeded, there is no guarantee against otherwise unnecessary changes. Please notice that some tours have different conditions of payment and often stricter conditions for cancellation, i.e. tours utilizing chartered ships or flights. These conditions will be stated in program and/or invoice.

3. CANCELLATION

The following rules apply unless other conditions are stipulated in your participant's certificate. We draw your attention to the fact that there may be extra expenses in connection with certain tours. With the customer's cancellation of a tour up to 75 days prior to departure the deposit is lost. With cancellations 75-15 days prior to departure, a handling fee of 85% of the price of the tour will be charged. Later cancellations: the customer has no claim to reimbursement.

Should war and life-threatening epidemics break out, or natural catastrophes and similar events occur within 14 days prior to departure, the trip may be cancelled free of charge.

Later cancellations: the customer has no claim to reimbursement. Should war and life-threatening epidemics break out, or natural catastrophes and similar events occur within 14 days prior to departure, the trip may be cancelled free of charge. This will, however, be on condition that the Danish authorities (The Royal Danish Ministry for Foreign Affairs) directly advise against travelling to the specific area, and that the contingencies have arisen after the booking of the trip.

4. CANCELLATION INSURANCE DUE TO ILLNESS

We have created a standard insurance for all travellers. By taking out this insurance the tour can be cancelled without cost (except for the price of the insurance and possible handling charges) in the following situations:

A. In the case of acute illness that requires confinement to bed (doctor's certificate necessary) or hospitalization.

B. Bereavement within the closest family (spouse, parents, children, grandparents). In connection with expensive individual tours (e.g. cruises, special safaris and luxury trips at the height of the season), the insurance premiums will be more expensive. Insurance premiums may also be higher if you wish additional coverage for example for fire, unemployment, lost point of travelling, burglary or bankruptcy filed against one's own company. The cancellation insurance must be taken out at the same time as the tour is booked, and it must be paid no later than the deposit is paid. A cancellation insurance covers only in case of acute illness (doctor's certificate necessary) and cannot be taken out after the deposit is paid. Please notice, that the premium is not refunded when a tour is cancelled, regardless of the reason for the cancellation.

5. FLIGHTS

If you have special demands, aside from the stated travel route, regarding the flexibility of your ticket, these must be stated in your participant's certificate. Alterations of travel route, extensions or cancellations are only possible if stated in the participant's certificate. We draw your attention to the fact that it is of utmost importance that your names on your participant's certificate and on your tickets correspond exactly to those in your current passport. Pen and stage names and middle names may not be used as surnames. The specified times are local times. Changes may occur if the itinerary has been planned long before the change to or from daylight saving time or long before changes in the flight schedules of the various airlines, usually around April 1 and October 1. It is, therefore, of paramount importance that you check all times on your tickets. If these times differ from the itinerary or adjusted itinerary, you should contact the travel agency immediately. One should normally have completed check-in one hour prior to departure. It is not sufficient to be in sight of the airport. Some airlines require earlier check-in. This is also common in many countries. Information regarding check-in will be included in the participant's certificate. These days the conditions of airports, safety and present provisions change currently, which makes it difficult to take anything for granted. Make sure, that you have all relevant information and do not take any unnecessary chances. Participants on group trips are always given the latest and most current information through their tour guide, who also makes sure that airline tickets and other travel documents are as should be.

6. ITINERARY

The participant's certificate includes a flight schedule (possibly as an appendix) with current flight times (local times) and an itinerary that includes the services you have ordered at your destination unless these are already specified in the travel agency's brochure. The itinerary thus includes information on the following: hotel, board, transport, car rental, excursions, etc. Very complicated programme arrangements will be described separately. This service will usually be described in a voucher that must be given to the hotel or to our representative. If you are participating in a tour with a guide or in an event described in our programme, you will not normally be given a voucher beforehand.

7. PASSPORT AND VISA

Unless otherwise specified, the visa requirements stated on the participant's certificate are valid for Danish and Swedish citizens, and the information is relevant for the stated itinerary. If you have plans for changing the itinerary (including the length of the trip), other rules may apply. Please be aware that rules and regulations may change between booking and departure.

N.B. There are also often visa requirements when in transit. Your passport must be valid for at least 6 months after returning from your destination. Foreign nationals should check visa requirements prior to booking, as the travel

agency's information only apply to persons holding a Danish passport. When travelling to a country in Schengen cooperation, all Danish citizens must bring their passport, as this is Danish citizens form of identification in foreign countries. Foreign citizens with a Danish residence permit must always bring their valid passport and residence permit.

The traveller must also ensure she has a valid passport and visa and give the travel agency correct information regarding name and nationality, etc. We draw your attention to the fact that the processing of visa to certain countries (e.g. in West- and Central Africa and to other less frequented places) may take several weeks. If the visa application is handled by the agency, there will be a handling fee. The travel agency cannot be held responsible for travellers who, for whatever reason, may be denied entry at a border. Some countries require the traveller to be in possession of a suitable amount of currency as well as a valid return ticket.

8. VACCINATION REQUIREMENTS

The travel agency will give you information regarding mandatory vaccinations but not necessarily about prophylactic measures. These should be obtained from your own physician or from the Travel Clinic, Ordrupvej 60, 2920 Charlottenlund. Telephone: +45 39 01 15. Should the agency give information about prophylactic measures, this should be considered as a service that is under no medical liability. You must be able to document the fulfilment of vaccination requirements by presentation of the yellow International Certificate of Vaccination. The most common requirement regarding trips to the tropics is the vaccination against yellow fever.

9. TRANSFER

In keeping with legislation, it is possible to transfer one's trip (instead of cancelling it) to family or friends in condition of paying a fee. The size of the fee depends on the character of the tour. The travel agency does not carry out resale of tours already paid for.

10. CHANGES IN PRICES

In accordance with legislation, tour operators may raise the agreed upon price as a result of increased transport costs (including rising fuel prices), altered taxes, tariffs and fees, as well as fluctuating exchange rates. Unfortunately, many sudden price increases occur as a result of fuel surcharges, increased safety taxes or other taxes. On many overseas travels, these extra costs may exceed to several thousand DKK. In connection with group trips with the price quoted in Danish crowns, price increases will take place according to the following principles:

- 1) Airfares, tariffs and taxes will be increased with the exact amount if this exceeds DKK 100.
- 2) Alterations in currency rates with more than +5% or less than -10% in relation to the list price when published. The alteration in price will only include costs regarding the relevant currency and not the entire cost of the package. Please note that we continuously update our price lists, and that a trip will always be sold at the current price even though the customer may be in possession of an outdated price list. The same tour may have been sold at different prices, because we seldomly permit price increases to influence the price of tours that have been booked prior to the price increase. General price reductions as a result of, for example, an exceptional reduction in airfares will benefit all customers, regardless of when a trip is booked or paid for.

11. CANCELLATION

If there are not sufficient participants for a package tour, it may be cancelled up to 14 days before departure. Under normal circumstances the travel agency will undertake a tour with 12 participants. Please note that many tours are undertaken with fewer participants (see the individual programmes). The tour may also be cancelled due to circumstances beyond our control and which neither our partners nor we could foresee (force majeure). In such cases the customer has no right to compensation beyond a refund of the price of the trip. Should the aforementioned contingencies arise, the travel agency will always try to offer an acceptable alternative. Empirically, more than 90 percent of all tours are sold out well in advance of departure.

12. CHANGES IN THE ITINERARY

In accordance with legislation, the travel agency cannot, in principle, make major alterations in the planned tour once it has been booked. It is therefore important that you draw the attention of the agency to any special wishes you may have in connection with the tour you have booked (e.g. hotel with a tennis court, golf, diving, etc.). Such wishes must be included on the invoice. The purpose of this is to guard you against an undesired product. Should this occur, you have the right to cancel your tour and to be refunded for the tour and other documented expenses (visa, vaccinations, etc.). Unfortunately, legislation does not provide for travel plan alterations that may be in the interest of the participants. On many of our 'adventure' tours,

we operate (as far as possible) with late changes in order to create the best possible tour taking climate, local conditions and events into consideration. On tours in Greenland changes due to weather and infrastructure occur so often that the traveller must see this as a natural part of the trip. Therefore, no compensation is paid for delays and changes within a 24-hour duration. This may also be the case on other tours and will in that case appear from the material. In the case of flight delays, the tour operator, as the representative of the airline, has the immediate responsibility and complaints should thus be addressed to the tour operator. The responsibility of the tour operator, however, does not extend beyond the international provisions and conventions for air travel. If an airline pays compensation then and there, no further claims can be advanced. Normally, travellers cannot expect reimbursement for delayed return home. Possible important things after returning home is irrelevant to the travel agency.

13. INJURY AND ASSAULT

All travellers should be suitably insured. This is of paramount importance regarding transport in case of illness as well as home transportation, etc. when you are on tours abroad (outside Europe) as your public health insurance does not cover this. We always present an insurance offer on the participation certificate (in accordance with legislation), and where nothing else is stated, the insurance will give the greatest coverage in case of illness and home transportation but is exclusive of coverage for luggage, etc. that is usually insured under your own private insurance (comprehensive family insurance or home policy). A brochure from the insurance company is enclosed with the travel documents and should be read, as all travellers are responsible for having the appropriate insurance cover, themselves. Participation in a trip presumes responsible and considerate behaviour, and you are expected to comply with the directions of the agency and its representatives. It is not advised that travellers venture alone into unknown and remote areas especially after nightfall. If you wish to be independent, this should always be in consultation with the agency or its local representatives. Should the agency not be represented at certain destinations, you should consult the relevant guidebooks that often give sound advice on specific conditions. Should you experience difficulties, you can always turn to the Danish Consulate or Embassy or to the representation of other E.U. countries should Denmark not be represented.

14. TAXES AND TARIFFS

A number of taxes and tariffs are levied upon issue of your ticket and are thus included in the price of the trip. However, a number of local taxes cannot be levied beforehand and must be paid on the spot. These are often airport taxes as well as tariffs in some national parks. These expenses will usually be stated in your participant's certificate for your information. We should, however, like to draw your attention to the fact that tariffs and taxes may be altered between the booking of a ticket and your departure.

15. YOUR RESPONSIBILITY

As already mentioned, your participation in a trip is subject to your being aware of the above information as well as the information in the brochure, in the participant's certificate and in the itinerary, and to your following the aforementioned regulations. It is also expected that you seek publicized information about the current political, health, natural and climatic conditions at your destination. People travelling individually must pay attention to the fact that the information material does not mention all circumstances. Especially airline tickets, alteration of these, reconfirmation of itinerary, visa etc. need extra attention.

16. PEOPLE WITH DISABILITIES

It will always appear from the itinerary whether special demands on physique and health are required for completing the tour. A principal rule is that all travel participants must be self-reliant. Wheelchair users and people with a motor handicap are very welcome on many of our tours, but please consult the travel agency before booking a tour. The travel agency reserves the right to turn away participants who, after the tour operator's estimate, will not be able to complete the tour on their own. The travel agency is not responsible for any such refusal.

17. CLAIMS

Claims regarding shortcomings on a trip must be directed to the travel agency or to its local representative as soon as they are ascertained in order that the agency can attempt to rectify the situation. The bureau is a member of the Travel Complaints Board. In case of disagreement between the travel agency and the traveller regarding shortcomings on a tour, you may place your complaint with the Complaints Board. The address is Skodsborgvej 48 C, 1st floor, 2830 Virum (Telephone: 45 46 11 00). Any lawsuit against the bureau will be ruled upon according to Danish law.