

# **Booking Terms and Conditions**

# 1. PARTIES AND SCOPE OF THE TERMS

These general terms and conditions are applied to accommodation services.

By completing a booking of accommodation services, the customer (hereinafter referred to as "Customer") agrees to be bound by these general terms and conditions. Once the Customer has completed the booking, Sixty Eight North Oy (hereinafter the "Service Provider") confirms details of the booking by submitting a written booking confirmation.

The Customer purchasing the services may be an individual (consumer customer) or a company (trader).

In the event of inconsistency or discrepancy between the Finnish version and English versions of these terms and conditions, the English language version shall prevail.

### 2. DEFINITIONS

These contractual terms have the following meaning:

<u>Service Provider</u> - Owner of the accommodation or an entity with a tenure of the accommodation, which provides accommodation for rent.

<u>Customer</u> - An individual or company, that enters into an accommodation service agreement pursuant to these terms and conditions.

<u>Accommodation</u> - Real estate, other building or apartment used wholly or partly for housing, leisure or other similar purposes.

<u>Accommodation Event</u> - The pre-specified period of time, during which the Customer and/or Guest may stay in the Accommodation or book activities against payment.

<u>Guest</u> - Person associating in the Accommodation during the Accommodation Event under the responsibility of the Customer.

#### 3. BOOKING CONDITIONS

- 3.1 Booking may be made by e-mail (info@sixtyeightnorth.com), or through the reservation system (www.sixtyeightnorth.com). The Customer shall be a natural person over the age of 18 or a legal person.
- 3.2 When booking, the Customer shall provide the information required for the booking, such as contact information, number of Guests, time of arrival and departure and method of payment. The booking is only considered confirmed, once the payment has been paid in full, unless other arrangements are made and agreed in writing.
- 3.3 The rent i.e. listed price includes use of the Accommodation for the designated period of time, use of the furniture described in the details of Accommodation, equipment and household items, normal operating expenses, including reasonable use and amount of e.g. water, electricity and gas. The rent also includes a reasonable amount of firewood if needed to use the fireplaces on site and Accommodation. Features of the Accommodation, facilities and maximum number of Guests are declared when booking.
- 3.4 In case there are other chargeable services or products related to the Accommodation Event, the prices shall be declared separately.
- 3.5 After confirming the booking, the Service Provider has the right to change the price only due to changes in taxes and other public charges, and furthermore if such change has not been possible to be considered prior to booking confirmation. In case the increase in price would be more than 10 percent, the change in price shall be informed to the Customer immediately after such price increase is entered into force. In this case, the Customer has the right to cancel the booking at no cost.

Security Note: Our online reservation system employs robust security measures to protect your personal and payment information, ensuring a safe and trustworthy booking experience.

Currency Note: All prices and payments are listed in Euros, and any changes due to currency fluctuation will follow the same guidelines as other price adjustments.

#### **4. PAYMENT TERMS**

### 4.1 Rental Price Declaration

The total rental price for the Accommodation Event will be clearly specified at the time of booking. This amount represents the full cost required to secure the reservation.

# 4.2 Payment Requirements and Cancellation Policy

- Payment: The full rental price must be paid upfront to confirm and secure the booking.
- No partial payments or reservations will be accepted without complete payment.
- Cancellation Policy:
  - <u>120 Days or More Before the Event</u>: If a cancellation is made at least 120 days prior to the start of the Accommodation Event, a cancellation fee equal to 20% of the total rental price will be charged. The remaining 80% will be refunded to the client.
  - Less Than 120 Days Before the Event: For cancellations made fewer than 120 days before the start of the Accommodation Event, the entire rental price will be retained as a cancellation fee, with no refund provided.
  - Postponing the Accommodation Event to a later date is treated as a cancellation and will be subject to the same terms outlined in the cancellation policy above. If a new booking is made for a different date, it will require a separate reservation and payment.

#### 5. DURING THE ACCOMMODATION EVENT

- 5.1 Details on keys to the Accommodation and check-in and check-out times will be declared when booking. The Customer may not hand over possession of the key to the Accommodation, enable access to the Accommodation, or sublease the Accommodation to any third parties.
- 5.2 The Accommodation may be used by maximum number of persons declared in the details of the Accommodation when booking.
- 5.3 The Customer shall manage and handle the Accommodation in a careful manner.
- 5.4 The Customer is responsible for ensuring that all persons staying in the Accommodation, i.e. the Guests, comply with this agreement and any other terms and ordinances regarding use of the Accommodation.
- 5.5 Sixty Eight North reserve the right to charge the lead guest for any damages caused during their stay, by any member of the party. This includes breakages, spillages, stains, damage to furniture or fixtures and fittings. Any accidental damages should be reported as soon as possible, in order to minimise damage and associated costs.
- 5.6 Customer and Guests are under the obligation to comply with the law, general good manners and all given rules during Accommodation Event. Loud noise and the use of audio equipment outside of the property is prohibited.
- 5.7 Smoking of any products, including but not limited to cigarettes, electronic cigarettes, pipes or cigars, is strictly prohibited inside the cabin. If signs of infringement are detected, we reserve the right to charge a penalty fee of up to EUR 3000.
- 5.8 It is forbidden to place a tent, a camper van or a caravan on the Accommodation premises.
- 5.9 Pets are not allowed on the property.
- 5.10 The Service Provider has the right to disrupt the Accommodation Event on reasonable and serious grounds, due to actions by the Customer or the Guests.
- 5.11 The Service Provider may disrupt the Accommodation Event, if the Customer or the Guest is guilty of disturbance or material breach of these contractual terms and conditions, rules of the Accommodation, or the Service Provider has otherwise significant grounds to suspect that people or property is in danger.

5.12 The Customer must be notified immediately about the termination of the Accommodation Event. In these events, the Service Provider is not liable to compensate any damages for unused time of the Accommodation Event.

5.13 If the Customer disrupts Accommodation Event and leaves the Accommodation before the end of the lease period, no compensation is paid for the unused time, and the Customer is not entitled to a refund. In addition, if the Customer arrives at the Accommodation late or does not arrive at all, no compensation is paid for the unused time and the Customer is not entitled to any refund.

### 6. END OF THE ACCOMMODATION EVENT

- 6.1 The Customer and Guests must leave the Accommodation no later than at the agreed time. It is under the Customer's responsibility to take along all personal belongings and leave the Accommodation in a tidy condition.
- 6.2 The Customer must ensure that the doors are locked when leaving the Accommodation, and that the fireplace, etc. devices are properly switched off.
- 6.3 The Customer shall return the keys of the Accommodation to the place indicated by the Service Provider. If the Customer does not return the keys and it may be considered, that the Customer has lost the keys due to negligence, the Service Provider has the right to charge the Customer for the costs of changing the locks of the Accommodation.
- 6.4 Any lost property, if discovered and found, left behind by guests during their stay, will be held for a period of three months. We will make our best efforts in order to help guests recover their items, but are by no means responsible for replacing any lost items. The guest carries any possible shipping fees.

# 7. CANCELLATION OR AMENDMENT OF THE BOOKING

## **CONSUMER CUSTOMERS:**

- 7.1 Consumer customer can cancel the Accommodation Event with a 20% booking fee if there is more than 120 days to the start of the Accommodation Event. In this case, the Service Provider will refund the remaining balance of the accommodation booking. The customer is responsible for any transfer fees. Exchange rates will apply. If the Customer cancels the booking after this time limit, the Service Provider has the right to charge the Accommodation rental in full.
- 7.2 Cancellation must be made in writing. The Customer may cancel the booking of the Accommodation Event by email (info@sixtyeightnorth.com) or through the online platform.

Amendment requests must be issued in writing to us by the party leader.

- 7.3 The Service Provider may cancel the Service based on reasons caused by force majeure.
- 7.4 In activities involving animals, our priority is their welfare. Should the physical condition of the animals not be suitable for the activity, we reserve the right to modify/delay or cancel the activity. If cancelled, a refund will be issued in full.
- 7.5 The Service Provider has primarily right to correct the deprivation or defect of the Accommodation within a reasonable time after the complaint.
- 7.6 A No-Show will result in no refund.

### 8. LIABILITIES

#### LIABILITY OF THE CUSTOMER

- 8.1 The Customer shall be liable for any damage to the Accommodation or its property, caused deliberately or through negligence by the Customer or the Guests. The Customer shall immediately notify the Service Provider of any damage to the Accommodation or its property.
- 8.2 The Customer must file a complaint to the Service Provider about the possible deprivation or defect of the Accommodation, as soon as possible when noticing such deprivation or defect.
- 8.3 Sixty Eight North Oy is not held liable for any delays, incidents, or complications resulting from the use of personal or rented vehicles by self-driving guests. Guests are solely responsible for the coordination, safety, and timeliness of their transportation.
- 8.4 Guests who rent vehicles or use their private vehicles are solely responsible for the security and condition of their vehicles while parked on hotel premises. The hotel assumes no liability for any damage, theft, or incidents involving vehicles in the parking area, including but not limited to accidents, vandalism or natural events.

# LIABILITY OF THE SERVICE PROVIDER

8.5 The Service Provider shall not be liable for damage, for example as a result of a burglary, caused to the personal property owned by the Customer or the Guest and stored in the Accommodation, unless such damage occurs due to the Service Provider's deliberateness or gross negligence.

#### **FORCE MAJEURE**

# 8.6 Service Provider's Responsibility

Sixty Eight North Oy (the "Service Provider") is not liable for any failure to fulfill its contractual obligations resulting from a force majeure event.

A force majeure event encompasses extraordinary circumstances beyond the Service Provider's reasonable control that prevent or significantly hinder the performance of its obligations. These include, but are not limited to:

- Global Events: War, rebellion, acts of terrorism, pandemics, epidemics, or other widespread health emergencies.
- Government Actions: Mandated restrictions, closures, quarantine requirements, or changes in law that impact the Service Provider's ability to operate.
- Operational Disruptions: Utility failures (e.g., electricity, water, or internet), transportation disruptions, strikes, or industrial actions.
- Natural and Environmental Events: Natural disasters (e.g., earthquakes, floods, wildfires), extreme weather conditions, or unforeseen environmental crises.
- Other Unforeseeable Events: Fires, accidents, or any other event deemed beyond the reasonable control of the Service Provider.

# 8.7 Guest Responsibility

- 1. Travel Insurance Requirement
- 2. Guests must secure comprehensive travel insurance before their trip. This insurance must cover:
  - Trip cancellations for any reason, including force majeure.
  - Delays or disruptions caused by transportation or health emergencies.
  - Medical emergencies and evacuation expenses.
  - Any financial losses or additional costs arising from unforeseen circumstances.
- 3. Note: The Service Provider is not responsible for reimbursing or compensating losses, additional costs, or damages resulting from force majeure.
- 4. Guest-Driven Cancellations
  - Personal reasons such as illness, job commitments, or personal emergencies are not grounds for refunds or compensation. These situations must be covered by the guest's travel insurance.
  - Inability to travel due to expired or missing travel documents, such as passports or visas, will not be considered the responsibility of the Service Provider.

# 5. Impact on Bookings

- If a force majeure event occurs, the Service Provider will endeavor to provide reasonable alternatives, such as rescheduling or modifying the booking, based on availability.
- If no suitable alternative can be arranged, the booking will be deemed canceled. In this case, all financial resolutions must be sought directly through the guest's travel insurance provider.

8.8 Cancellation or Postponement by the service provider due to force majeure.

### Hotel-Initiated Cancellations

- The Service Provider and Accommodation reserves the right to cancel any booking affected by a force majeure event. In such cases:
- No refund or compensation will be provided unless explicitly stated otherwise in the booking terms.
- Guests must address any claims or compensation requests through their travel insurance.
- Impact of Unforeseen Circumstances on Guest Experience
- The Service Provider cannot guarantee uninterrupted service during force majeure events (e.g., disruptions in heating, water supply, or electricity due to external factors).
- In such cases, no refunds or compensation will be provided. Guests are encouraged to have contingency plans through their travel insurance.

# 8.9 Non-force majeure situations

To avoid ambiguity, the following are not considered force majeure and will not warrant refunds or compensation:

- Dissatisfaction with weather conditions or natural phenomena (e.g., snowfall, temperature fluctuations, or seasonal changes).
- Minor inconveniences or interruptions (e.g., noise from neighboring areas, wildlife activity, or local events).
- Personal preferences or changes of mind regarding the booking.
- Delays or cancellations in third-party transportation services (e.g., airlines, trains, buses).

# 8.10 Liabilities and Exemptions

The Service Provider is fully committed to delivering the agreed-upon services but will not be held liable for:

- Indirect or consequential losses resulting from force majeure events.
- Additional costs incurred by guests due to unforeseen events, including alternative travel arrangements, accommodation, or meals.
- Any dissatisfaction arising from changes or adjustments made to the service during force majeure situations.

# 8.11 Proof of force majeure

Guests claiming a force majeure event as the reason for cancellation or disruption of their booking must provide verifiable and official proof of the circumstances. Acceptable forms of proof may include, but are not limited to:

- Government-issued notices or advisories (e.g., travel bans, quarantine orders).
- Airline or transportation cancellation notifications.

- Medical certificates or health authority reports (in the case of illness or pandemics).
- Insurance company documentation validating the claim.

Failure to provide sufficient proof will result in the booking being treated under the standard cancellation policy, and the guest will not be entitled to any special considerations.

### CORPORATE CUSTOMER LIABILITY CONDITION

8.8 When the Customer is a company, i.e. a trader, or if the Accommodation is used mainly for business activities, such as the company's recreational activities, the Service Provider is not liable for indirect damages caused by a defect or delay in the Accommodation service or damage to the Customer's personnel.

#### 9. DATA PRIVACY

9.1 When booking, the Customer must provide the personal information required for the booking. We process personal data in order to provide Accommodation Event and services, such as in order to enable contacting Customers and invoicing. We process data in careful and secure manner, under these terms and conditions, the privacy policy and applicable data protection legislation.

### 10. APPLICABLE LAW AND DISPUTE RESOLUTION

10.1 The contract is governed by the Finnish law, excluding excluding its choice of law provisions. The Parties shall use their best efforts to settle any disputes amicably through mutual negotiations. If no mutual agreement is reached in such negotiations, the disputes shall be resolved in District Court of Länsi-Uusimaa, unless otherwise established under mandatory legislation.

# SPECIAL CONSUMER RIGHTS

10.2 In case the dispute cannot be resolved through mutual negotiations between parties, the consumer customer has the right to refer the matter to the Consumer Disputes Board at https://www.kuluttajariita.fi/fi/. Before taking the matter to the Consumer Disputes Board, the consumer must contact the consumer advice at https://www.kkv.fi/kuluttajaneuvonta/.

If the dispute concerns a service purchased online, you can also lodge a complaint through the EU Online Dispute Resolution Forum (ODR).

#### 11. SAFETY AND RESPONSIBILITY

- 11.1 The leader of the party is tasked with ensuring that all party members are physically capable of participating in the activity. All accompanying adults are accountable for the appropriate behavior of children within their group and must provide adequate supervision.
- 11.2 if any of the equipment is damaged by a customer/guest or party member, while under the influence of substances, or due to failure to follow our guide's instructions, the individual responsible, or their parent/legal guardian, will be liable for repair or replacement costs, up to EUR 4,000.00.
- 11.3 Our snowmobiles are insured for use in Finland, and the client's liability for any damage, intentional or accidental, is limited to EUR 2,000.00.
- 11.4 During a snowmobile safari, the customer, guest and party are responsible for possessing and potentially presenting a valid driver's license for use within the European Union to the authorities
- 11.5 The customer, guest must disclose any known medical conditions that could affect the safety of any group member or themselves and inform us of any special needs within the party.
- 11.6 If improper interaction with an animal results in stress or harm requiring veterinary care, the customer/ guest will be financially responsible for up to EUR 1,000.00 in expenses to restore the animal's health. Deliberate abuse of an animal will result in full liability.
- 11.7 The use of unmanned aerial vehicles (UAVs), commonly known as drones, is strictly forbidden on or above the premises at all times during your stay. This prohibition extends to any drones used for filming, recreation, or any other purpose. Failure to comply with this rule will result in immediate termination of your booking without refund, and may also incur legal penalties depending on local regulations. This policy is enforced to ensure the privacy, safety, and comfort of all our guests.

# 12. ACTIVITIES AND PARTNERED SUPPLIERS

- 12.1 All activities reserved through Sixty Eight North Oy adhere to the same booking and cancellation policies as accommodation services, unless stated otherwise. Full payment is required upon booking an activity. A cancellation notice of 120 days before the scheduled activity allows a 20% cancellation fee. For cancellations made within 120 days of the activity, a 100% cancellation fee applies.
- 12.2 Bookings for activities offered through our partnered companies are subject to the terms and conditions and health and safety measures of the respective providers. Customers are advised to review these policies, as they may differ from those of Sixty Eight North Oy. Cancellation terms, payment conditions, and safety guidelines will be as per the partner company's stipulations.

#### 12.1 SAUNA USE POLICY

### **GUEST RESPONSIBILITY**

Guests using the sauna and hot tub do so at their own risk. The property is not liable for any injuries, accidents, or health-related issues that may occur while using the sauna. Guests are advised to consult a medical professional before use if they have underlying health conditions, are pregnant, or are taking medication.

### **USAGE GUIDELINES**

- Do not use the sauna if you are under the influence of alcohol, drugs, or other substances that impair judgment or coordination.
- Avoid using the sauna for extended periods; a maximum of 15–20 minutes per session is recommended.
- Guests must follow all posted instructions and operating guidelines provided for the sauna.

#### **HEALTH AND SAFETY**

- Guests are required to stay hydrated and avoid sauna use if feeling unwell.
- Use caution when entering and exiting the sauna to prevent slips or falls, especially in wet conditions.
- Always sit or lie on a towel to protect the sauna benches and maintain hygiene.
- Do not touch the stones of the sauna heater. Touching them or playing with the stones will result in severe burns.

#### DAMAGE AND MAINTENANCE

- Guests must not tamper with the sauna's controls or pour substances other than water on the heating elements.
- Any damage caused to the sauna or its components during a guest's stay will be charged to the guest responsible, including repair or replacement costs.
- Guests are required to inform the property immediately if they notice any malfunction or unsafe conditions in the sauna.

# **RELEASE OF LIABILITY**

By using the sauna, guests acknowledge and agree to release the property, its owners, employees, and agents from any claims, damages, or liabilities arising from sauna use.

# 13. TRAVEL INSURANCE

We strongly recommend that all guests purchase comprehensive travel insurance to ensure peace of mind during their stay. Travel insurance can cover a range of unforeseen events and risks, including:

- Health Insurance: To protect against unexpected medical emergencies or health-related issues while traveling.
- Damages: To cover any accidental damages to hotel property or personal belongings during your stay.
- Force Majeure: To protect against cancellations or disruptions due to events beyond your control, such as extreme weather, natural disasters, or government-imposed restrictions.
- Activity Insurance: To cover any activities, excursions, or sports you may engage in during your stay.
- Cancellation Insurance: To provide protection in case you need to cancel or postpone your trip due to illness, family emergencies, or other covered circumstances.

### 14. COMPLAINTS & FEEDBACK

We strive to provide the best possible experience for all our guests. If, for any reason, you are dissatisfied with any aspect of your stay, we encourage you to inform us immediately so that we can address the issue promptly. Any complaints should be reported to the hotel management as soon as possible, ideally during your stay, to allow us the opportunity to resolve the matter to your satisfaction.

If the issue cannot be resolved during your stay, you may submit a written complaint to us within 7 days after your departure. We will acknowledge your complaint and aim to provide a response within a reasonable time frame.

Please note that we are unable to address complaints that are raised after the completion of your stay if they were not brought to our attention during your visit. Your feedback is important to us, and we appreciate the opportunity to improve our services.

It is the guest's responsibility to read and familiarize themselves with all terms and conditions related to their booking, including cancellation policies, postponement clauses, and any other relevant provisions. By making a reservation, you acknowledge that you have understood and agreed to these terms.