

Terms and conditions

Rafting & Canyoning

General terms and conditions for rafting and canyoning at FULL ON AS (Dagali Fjellpark)

These general terms and conditions apply between **FULL ON AS** and the person who himself/herself or through others makes an order for activities (rafting and canyoning) at FULL ON AS (Dagali Fjellpark).

Provider:	FULL ON AS
Address:	Postboks 17, Geilo 3581, Norge
Org. Nr:	813 655 462
CEO:	Vojtěch Hejtmánek
The company is registered:	Brønnøysundregistrene, Postboks 900, 8910 Brønnøysund, Norge.
Email:	booking@dagalifjellpark.no
Phone:	(+47) 90622675

1. Client's responsibility

You should read and familiarize yourself with important information about the activities before making a final order. Safety rules can be found on the website. By paying for the activity, the customer agrees with safety rules, routines, and terms and conditions.

Client is responsible for ensuring that the purchase is in accordance with their own wishes. **Both activities are demanding**, which is documented on the website through texts, photos, and video.

Client is responsible for ensuring that the information in the confirmation, sent by e-mail, is in accordance with the order.

FULL ON AS (Dagali Fjellpark) publishes updates on the Facebook page. It is recommended to check the Facebook page to see if any changes have been announced for the day of your activity before or a few days in advance before you check-in.

2. Important information about the activities (rafting, canyoning)

Attendance for the activities is at our base in Dagali, unless otherwise is agreed. The address is Dagali Fjellpark, Perstulvegen 100, 3588 Dagali. We ask you to register at the reception 15 minutes before the activity starts.

Everyone who is going to participate in FULL ON AS's activities **must sign a self-declaration** before the activity starts. This **can be found on our website**. You can read the self-declaration in advance.

Persons under the age of 18 years must have the guardian approval to be able to participate. The form can be found on our website.

DAGALI FJELLPARK (FULL ON AS)

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www.dagalifjellpark.no

2.A Participation in the activities

Participation in the activities **is not allowed** for people who:

- has not signed the self-declaration,
- cannot swim,
- are influenced by alcohol or other drugs,
- are pregnant,
- are outside age/height/weight requirements,
- have heart/lung problem,
- have back/neck problems,
- have other serious injuries or disorders,
- are unable to paddle and climb (e.g., with a broken arm).

2.B Age limit:

- The limit for family rafting is 8 years or 120 cm.
- The limit for classic rafting is 12 years or 140 cm.
- The limit for FULL ON rafting is 15 years.
- The limit for classic canyoning is 14 years and weight under 120 kg.
- The limit for FULL ON canyoning is 18 years and weight under 120 kg.

Participants who do not meet our requirements (age, physical condition) cannot participate in the activity. If the requirements are not met, the participant will be excluded from the activity. We don't give a refund in such cases. Transport to Dagali Fjellpark will not be refunded either.

If you are not sure if it is safe for you to participate, feel free to ask in advance, before you book an activity. FULL ON AS must receive information about any conditions that may affect participants during the activity. FULL ON AS reserves the right to reject the customer from activity if we believe that the participant cannot participate for safety reasons. We don't give a refund in such cases. Transport to Dagali Fjellpark will not be refunded either.

2.C Insurance

FULL ON AS has liability insurance for its activities, but not accident insurance for the participants. The participants are therefore not insured through FULL ON AS if an accident occurs as a result of a situation in which the participant is to blame, or for which FULL ON AS cannot be blamed. **The participants are responsible for their own accident insurance.**

Neither FULL ON AS, nor persons acting on behalf of FULL ON AS, can be held liable for any kind of damage that may occur to participants in connection with the activities. By injury is meant both, injury to persons and objects.

2.D Photos and video

Photos and video taken in connection with the implementation of activities by FULL ON AS can be used commercially and in the company's marketing.

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2.E Safety

Safety rules can be found on the website.

FULL ON AS reserves the right to make changes in the date or the time of the booked activities no later than 24 hours in advance due to extreme weather conditions or other unforeseen events, which could affect the participant's safety. A new date is planned with the participants, or a voucher with a validity of one year is given to the customers. We do not provide financial reimbursement in such cases.

2.F Capacity

Trips can be canceled in exceptional cases or the start time can be changed if FULL ON AS does not have the required number of participants before the activity starts.

- **Minimum capacity for rafting is 4 persons.**
- **Minimum capacity for canyoning is 4 persons.**

The capacities of the activities are assessed 24 hours in advance by FULL ON AS. If the trip does not have the required number of participants 24 hours before the activity starts, the trip is canceled. The customer is contacted by FULL ON AS, either a refund of 100% is paid out, a voucher with one year validity is given or a new date is planned.

2.G Special needs

FULL ON AS must be informed about special needs regarding food allergies and intolerances, vegetarianism, physical condition, medical issues, etc., **well in advance of arrival.**

Since both rafting and canyoning are group sport, FULL ON AS cannot consider special needs, which have not been discussed in advance. In place, i.e., before, during, or after the activity, FULL ON AS is not obliged to consider special needs, and reimbursement is not given in such cases. Transport to Dagali Fjellpark will not be refunded either.

3. Purchase of activities on-line on Dagali Fjellpark's website

The customer pays online when ordering the activity. The order is binding when the payment transaction is approved and confirmed.

4. Ordering activities using an order form on Dagali Fjellpark's website

If the on-line booking system does not work on the website, the customer orders through an order form. Then the activities are put into the schedule by the company's employees. Payment in this case is made:

- either via an on-line link, which the customer receives via e-mail,
- or by paying at check-in, we accept the following credit cards: Visa, Mastercard and American Express.

If the customer receives a payment via an on-line link, **the deadline for the payment is 1 week.** The link only works before the deadline. If the order is not paid within the deadline, the booking is invalid and deleted from the system.

Payment at check-in is prioritized only if on-line payment is not technically possible.

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5. Group bookings

A group program can be arranged for more than 10 people with individually agreed terms.

When an activity is ordered, the time slot is booked for free. 20 % deposit of the total amount is required 3 weeks before arrival. Then the rest of the price is paid after the arrival.

6. Cancellation of purchased, paid activities

If you have paid for an activity, the order is binding and FULL ON AS keeps the spot for the customer, rejects the others interested, works on the order, adjusts the capacities of the order day, takes care of accounting, adjusts the number of guides in the long term, etc. Therefore, the cancellation is always loaded with a fee.

General financial consequences of a cancellation:

- Cancellation 7 days or more before agreement - 80% of the total price is refunded.
- Cancellation 7 days - 48 hours before the agreement - 50% of the total price is refunded.
- Cancellation less than 48 hours before the agreement - 0% of the total price is refunded.

Cancellation 48 hours or more before the agreement due to illness / injuries, which can be confirmed by a medical certificate, is never refunded financially, but a voucher with one year validity is given to the customer.

We ask you to send the booking confirmation via e-mail to FULL ON AS, booking@dagalifjellpark.no, to cancel your activity. Please provide us with your bank account number and contact information for a refund.

7. Cancellation of activities, which have not been paid in advance

It is possible to pay for activity at check-in if it is agreed at the time of booking. We ask you to cancel at least 7 days in advance, if you won't come, so we can offer your place to other customers.

8. Cancellation by FULL ON AS

In case of a technical problem, lack of employees or another obstacle that FULL ON AS itself is responsible for, either 100% of the total price is refunded, a new date is planned and booked, or a voucher with a validity of one year is given to the customer. FULL ON AS only reimburses the activity. Transport to Dagali Fjellpark will not be refunded.

9. Cancellations connected to coronavirus

The coronavirus is a risk you know when you book a trip, and it is often the main argument for buying travel insurance. The coronavirus pandemic is now a known and current phenomenon. **It is therefore no longer considered a risk beyond the parties control.**

9.A A customer cannot come because he or she is ill or in quarantine / isolation

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In general, illness does not lead to the avoidance of contractual obligations. This is not a force majeure case. The general financial consequences of a cancellation apply in this case.

9.B FULL ON AS cannot implement the activity

If FULL ON AS has a lack of employees due to illness or quarantine / isolation and must cancel agreed assignments or close down the company, this is still a situation over which the company has control (FULL ON AS can, e.g., hire a substitute). This is not a force majeure case. The customer is contacted by FULL ON AS, a refund of 100% is either paid out, a voucher with one year validity is given or a new date is planned.

9.C The agreement cannot be fulfilled, in whole or in part, due to a public regulation or injunction

If it is simply not allowed to fulfil the agreement (e.g., Dagali Fjellpark is closed due to a municipal or state decision, the authorities decide on quarantine or travel regulations, it is not allowed to implement the activity, groups are not allowed to arrange the trips), the same conditions as for unforeseen events or force majeure caused cases are valid.

10. Cancellation or adjustment of contractual obligations due to force majeure

If unforeseen circumstances arise beyond the control of the parties, which make the contract difficult or impossible to fulfil, the party has the right to withdraw from the agreement. These can be man-made events such as strikes, travel bans, riots, coups, war, longer interruptions in water or energy supply, fires, or natural disasters such as earthquakes, floods, extreme water and weather conditions, hurricanes, and also epidemics.

If such occurrences result in one of the parties having to cancel a booking, FULL ON AS will try to offer an alternative, but does not assume any responsibility for the return of fees and any deposit paid before cancellation or shortening of the stay.

A new date for the activity is agreed or a voucher with a validity of one year is given to the customer.

11. Processing of personal data

Processing of personal data is a separate comprehensive document on the website. In general, FULL ON AS will never provide any customer's personal data without their knowledge or clearly expressed and prior consent to third parties for marketing purposes.

On the basis of the request, FULL ON AS deletes all provided customer's personal data, as long as FULL ON AS doesn't need these personal data for fulfilment of contractual and legislative obligations or protection of the company's legitimate interests.

In Dagali, 5.6.2021