

DAGALI FJELLPARK (FULL ON AS)

Perstulvegen 100, 3588 Dagali
booking@dagalifjellpark.no
(+47) 90622675



www.dagalifjellpark.no

Terms and conditions

Mountain Carts Dagali Fjellpark

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A. Basic guidelines

These general terms and conditions apply between **FULL ON AS** (or “Dagali Fjellpark”, “we”, “facility”) and you (or “the client”, “the customer”) who themselves or through others make a booking or purchase for the Mountain Carts activity.

B. Client’s responsibility

You should read and familiarize yourself with important information about the activity before making a final order. Safety rules can be found [on the website](#) and at the Mountain Cart rental. By paying for the activity, the customer agrees with safety rules, routines, terms and conditions and the booking and cancellation terms.

Client is responsible for ensuring that the purchase is in accordance with their own wishes.

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

The participants are responsible for their own accident insurance.

C. Responsibility of the facility

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

Dagali Fjellpark does its best to ensure a safe experience by:

- hiring experienced staff,

- providing a safety talk before the activity and making sure that the customers do know how to behave on the track,
- placing the safety rules in a central place in the center, so that they become well known among the guests,
- providing quality safety equipment to the customers (helmet, goggles),
- daily checking the condition of the Carts, the ski lift and the equipment,
- informing the customers about the activities online on the facility website,
- following infection control measures.

Dagali Fjellpark has the right to:

- expel visitors from the activity in case of violation of activities participation rules,
- assess weather conditions and cancel the activity if necessary. The facility may cancel trips for safety reasons without prior notice.

D. Important information about the activity

Attendance for the activity is at Dagali Fjellpark. The address is Perstulvegen 100, 3588 Dagali. We kindly ask you to register at the reception 15 minutes before the activity starts.

Everyone who is going to participate in Dagali Fjellpark 's activities **must sign a self-declaration** before the activity starts. Self-declaration can be found in Appendix 1 – Self declaration.

Persons under the age of 18 years must have the parent/guardian approval to be able to participate. This can be done before the activity starts, if the parent/guardian is present, or in advance [via the online form](#), if underaged participate with a group.

A. Participation in the activity

To use Mountain Carts at Dagali Fjellpark, you must be at least 12 years old and 150 cm tall. Children under 15 years old must be accompanied by an adult.

The maximum weight allowed to use the Mountain Cart is 100 kg.

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

- has not signed the self-declaration,
- are influenced by alcohol or other drugs,
- are pregnant,
- are outside age/height/weight requirements
- have or have had sickness that can cause acute seizures.

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.

If you are not sure if it is safe for you to participate, feel free to ask in advance, before you book the activity. Dagali Fjellpark must receive information about any conditions that may affect participants during the activity. Dagali Fjellpark 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.

B. The ticket

The Carts are rented for a fee. The fee includes:

- a full-face integral helmet rental
- googles rental
- Cart rental
- ski lift ticket
- safety talk.

It is not allowed to have more than 1 person on the Cart. Each person must have their own ticket and own Cart.

The document you receive when you have booked serves as your ticket. You only need to have it digitally.

C. Rental

You are responsible for the equipment rented (loss, theft, damage) and commit to paying for any necessary replacement (new equipment) or repairs (workhours). Repairs due to normal wear and tear will be covered by Dagali Fjellpark.

Dagali Fjellpark cannot be held liable for any direct or indirect injury or damage caused by the equipment rented and this for the entire rental period.

The use of the rented Cart is at your own risk.

D. Safety talk

You are obliged to listen to and respect instructions and safety advice given by the staff. Make sure that you have understood what has been included in the safety talk.

You have to follow and understand especially, but not only, the following Cart functions before using the route:

- braking
- how to get off the lift.

Ask if anything is unclear.

E. Safety equipment

The helmet, googles and sturdy shoes must be worn on the head during the entire activity.

F. Safety rules on the track

- The helmet, googles and sturdy shoes must be worn during the entire activity.
- Place your feet correctly on the steps.
- Brake safely and in a good time before obstacles.
- Driving is allowed only on the designated track.
- Activities on the ski lift, which involve danger to people and the ski lift equipment, are prohibited.
- Behave so that you do not harm yourself or others. Coming from behind (from above) you are responsible for avoiding collisions.
- You must ride in a controlled manner and adjust the speed according to skills, terrain, conditions and traffic.
- If you overtake another Cart, you must provide sufficient space and do the overtaking safely.
- Do not stop in the middle of the track. If you are forced to stop, go to the side immediately. Do not stop on narrow places, or on places where you will not be seen by Carts coming from behind you.
- Follow signs, markings and directions.

- In the case of injuries, it is your obligation to stop and help. Witnesses and persons involved are required to provide their personal data.

The safety rules are deemed to have been accepted when you have booked the activity, when you have paid for the activity or when you use the Mountain Cart route.

Violation of these rules may result in removal from the activity.

G. After the ride

The Mountain Cart must be put back at the rental station.

E. Purchase of the activity

A. Ordering and payment

For individual customers, booking and payment of the activity is preferred through the on-line booking system, which is located either on the facility's website or on a partner's website. Only through on-line booking can you ensure the best times for your visit. Availability of future trips is changing rapidly. Therefore, it is not possible to book the activities for individual customers through e-mail.

Groups of more than 10 people can order and pay the activities through e-mail booking@dagalifjellpark.no.

When you book for more people, you confirm that you have the authority to book on behalf of yourself and eventual travel companions. You accept responsibility for ensuring that payment is made for all guests in your group. You are responsible for ensuring that your reservation follows terms and conditions (e.g. age of children, etc.). You will be responsible for ensuring that everyone in your group is kept fully informed of what has been booked, what rules must be followed and about any changes.

If it is not possible to buy tickets online via dagalifjellpark.no due to technical issues, the activities can be booked by email booking@dagalifjellpark.no or phone (+47) 906 22 675 (from 9:00 to 17:00).

The document you receive when you have booked serves as your ticket (you only need to have it digitally) for the activity, and you must have it available throughout check-in at the reception when you visit Dagali Fjellpark.

Terms for partners who book activities for groups

Terms and conditions for partners who book for groups are regulated in the individual partner's agreement with us.

B. Cancellation terms and refunds for the activity

Dagali Fjellpark never gives a refund for transport, which you have arranged in order to visit us, whether your activity is canceled due to any reason.

Terms and conditions for individual visitors

These cancellation policies apply:

- for everyone who has purchased the activity on-line at www.dagalifjellpark.no
- for everyone, who has purchased the activity on-line directly at Dagali Fjellpark using an ordering widget (located anywhere on-line)

- for groups that have booked the activity through booking@dagalifjellpark.no
- for bookings made at Dagali Fjellpark via e-mail or telephone in case the online booking system does not work.

The booking is binding on both sides, once you have received written confirmation from Dagali Fjellpark about the payment. Dagali Fjellpark will deliver you the activity in the best possible quality, while at the same time you are financially responsible for your booking.

If it is possible to drive the Mountain Carts safely and the facility stays open, bad weather is not the reason to cancel your order at the last minute and require a refund.

General financial consequences of a cancellation:

- Cancellation 3 days or more before the appointment – it is refunded 95%.
- Cancellation less than 3 days before the appointment – it is refunded 0%.

What are your options in case of cancellation for the following reasons?

	move activity to a new date	get a refund	get a voucher with validity one year
shutting down due to hazardous weather conditions	YES	100%	YES
bad weather, when the facility is open	NO	NO	NO
shutting down due to our technical issues	YES	100%	YES
force majeure	YES	100%	YES

How can you cancel the order?

To cancel your entire order, or a part of it (one or more people), please send an email on booking@dagalifjellpark.no:

- please write your name and time, you should have come,
- describe whether you are canceling the entire order or just a certain number of people,
- provide your bank account number and contact information for a refund, if you are entitled to a refund.

Can someone else take over your order?

If you can't come, someone else can take over your order. You won't lose your money if you find someone else who wants to take over your order. Changing customer information is free of charge. Just write us about it on booking@dagalifjellpark.no:

- please write your name and time, you should have come,

- write us the name of the new customer, as well as phone number and e-mail address, so that we can contact the new customer, if we need to.

How can you move the trip to a new date?

The best thing is to call (+47) 906 22 675 (from 9:00 to 17:00).

Or use the [quick form for rebooking](#).

You can also send an e-mail on booking@dagalifjellpark.no:

- please write your name, phone and the time, when you should have come,
- check on-line booking, look at available terms and please write which term you have chosen, i.e. date and time
- in case of rebooking by email, we do not guarantee that the time you have chosen will still be available, as on-line booking changes every minute. We reserve the right to choose a different available time.

How can you get refund?

Refunds are made at your request, which you send to Dagali Fjellpark.

Use the [simple form to get refund](#).

Or write an e-mail on booking@dagalifjellpark.no.

- write your name and time, you should have come,
- describe the reason for the refund,
- provide your bank account number and contact information for a refund, to get a refund.

Terms and conditions for partners, who book groups

Terms and conditions for partners who book groups are regulated in the individual partner's agreement with us.

C. Terms and conditions for minimum capacity

The maximum capacity of the activity is 12 persons / 1 hour.

The minimum capacity for the activity operation is 4 persons.

The activity can be cancelled in exceptional cases or the start time can be changed if Dagali Fjellpark does not have the required number of participants before the activity starts. The capacities of the activities are assessed 24 hours in advance by Dagali Fjellpark. If the trip does not have the required number of participants 24 hours before the activity starts, the trip is cancelled. The customer is contacted by Dagali Fjellpark, either a refund of 100% is paid out, a voucher with one year validity is given or a new date is planned.

F. Additional terms and conditions

A. Right of withdrawal

When purchasing the activities containing date-based events, there is no right to cancellation or refund (Angrerettloven, § 22. Unntak fra angreretten, letter m). This also applies to packages and campaigns containing date-set ski passes, tickets or date-set events.

B. Processing of personal data

Processing of personal data is a separate document contained on our website that you agree with when purchasing the products.

Dagali Fjellpark never provides your personal data without your consent to third parties for marketing purposes.

On the basis of a request, Dagali Fjellpark will delete all your personal data, which it manages, as long as Dagali Fjellpark does not need these personal data for the fulfillment of contractual and legislative obligations or the protection of its legitimate interests.

Customer data is stored according to Norwegian law.

C. Change in taxes

If taxes and/or fees change, thereby leading to a cost increase for Dagali Fjellpark after the booking has been completed and paid, the price may be increased accordingly for the customer. The price change will be immediately notified to the customer.

D. Dispute Resolution

We ask you to contact us if you have anything to postpone at the booked event. If we are unable to negotiate an agreement, any dispute concerning the previously concluded agreement shall be resolved in local court.

E. Insurance

Mountain Carts are associated with a certain hazard.

Personal insurance is the responsibility of each Mountain Cart driver. FULL ON AS has liability insurance, but not accident insurance for the participants. You are not insured through FULL ON AS if an accident occurs as a result of a situation you are to blame for, or for which FULL ON AS cannot be blamed.

Neither Dagali Fjellpark, nor persons acting on behalf of Dagali Fjellpark, can be held liable for any kind of damage that should occur to you in connection with the activity. By injury is meant both injury to person and objects.

F. Photos and video

Photos and videos from Dagali Fjellpark, which are taken during opening hours, and can therefore capture people, Dagali Fjellpark can use for the company's marketing.

G. Contact

If you would like to ask something, **feel free to contact us:** booking@dagalifjellpark.no.

Appendix 1

Self-declaration

1. I confirm that **I have read and understood the Mountain Carts safety rules.**
2. I confirm that I do not have or have had **diseases that can cause acute seizures.**
3. I participate in Mountain Carting organized by FULL ON AS (Dagali Fjellpark) **aware of the risks the activity includes.** I confirm to have received information about these risks and possible claims.
4. I accept that **photos and video** of me taken in connection with the implementation of activities with FULL ON AS can be used for the company's marketing.
5. I confirm that **I am not affected by any drugs or alcohol.**
6. I confirm that by participating in the activity, **I agree to have received sufficient safety information,** and that I have been informed about risks and possible injuries.
7. I am aware that FULL ON AS has **liability insurance, but not accident insurance for the participants.** I therefore know that I am not insured through FULL ON AS if an accident occurs as a result of a situation I am to blame for, or for which FULL ON AS cannot be blamed.
8. I accept that neither FULL ON AS, nor persons acting on behalf of FULL ON AS, can be held liable for any kind of damage that should occur to me in connection with the activities. By injury is meant both injury to person and objects.
9. I accept that third parties, including family, may not make claims against FULL ON AS or against persons acting on behalf of FULL ON AS.
10. Any claims against FULL ON AS are regulated by Norwegian law, and any lawsuits that do not lapse on the basis of the above must be brought at FULL ON AS local court.
- 11. I have read the above, and understood what the statement entails. I understand that by signing below, I accept the risks that activity under the auspices of FULL ON AS entails, and at the same time I accept the above disclaimer.**
12. I agree with the processing of personal data.

Appendix 2

Self-declaration for parents / guardians of underaged participants

1. I confirm that **I have read and understood the Mountain Carts safety rules.**
2. I confirm that the participant does not have or has had **diseases that can cause acute seizures.**
3. I confirm that the participant is at least **12 years** old and **150 cm tall**, and that body weight is below 100 kg.
4. I confirm that the participant will participate in Mountain Carting organized by FULL ON AS (Dagali Fjellpark) **aware of the risks the activity includes.** I confirm to have received information about these risks and possible claims.
5. I accept that **photos and video** of the participant taken in connection with the implementation of the activity can be used in the company's marketing.
6. I confirm that by participating in the activity, the participant agrees to have received **sufficient safety information**, and to have been informed about risks and possible injuries.
7. **I am aware that FULL ON AS has liability insurance, but not accident insurance for the participants.** I therefore know that the participant is not insured through FULL ON AS if an accident occurs as a result of a situation the participant is to blame for, or for which FULL ON AS cannot be blamed.
8. I accept that neither FULL ON AS, nor persons acting on behalf of FULL ON AS, can be held liable for any kind of damage that should occur to the participant in connection with the activities. By injury is meant both injury to person and objects.
9. I accept that third parties, including family, may not make claims against FULL ON AS or against persons acting on behalf of FULL ON AS.
10. Any claims against FULL ON AS are regulated by Norwegian law, and any lawsuits that do not lapse on the basis of the above must be brought at FULL ON AS local court.
11. **I have read the above, and understood what the statement entails.** I understand that by sending below, I accept the risks that activity under the auspices of FULL ON AS entails, and at the same time I accept the above disclaimer.