

## **General Terms and Conditions of Fjällnäs Camping & Lodges**

*Version: 6 February 2022*

### **Article 1: Definitions**

1. The owner: Go Fjällnäs AB.
2. The recreational user: the person entering into an agreement with the proprietor for a fixed period of time regarding a pitch. The co-recreational users are the other persons stated in the agreement
3. Third Party: every person other than the recreational user and/or co-recreational users.
4. Pitch: a lot suitable for use of camping equipment on Fjällnäs Camping & Lodges site, as agreed between the recreational user and the owner.
5. Camping equipment: tent, caravan, camper, folding trailer, etc.
6. The agreement: the arrangement between the recreational user and the owner regarding the right to use a pitch at a fee and period agreed in advance.
7. Information: written or electronic data regarding the use of the pitch, the camping equipment, the facilities and the regulations of Fjällnäs Camping & Lodges.
8. Cancellation: written notice of termination of the agreement by the recreational user prior to the commencement date of the stay.
9. Camping site regulations: the written regulations stipulating the internal rules on the use of the site and the facilities.
10. Package: a stay of several days with agreed activities

### **Article 2: Term of the agreement**

1. The agreement terminates after expiry of the agreed period, without a notice of termination being required.

### **Article 3: Prices and price changes**

1. The price is agreed on the basis of the price list set by the proprietor.
2. If due to a government-imposed increase in the tax and premium burden, additional costs are incurred after the price list has been set, these additional costs can be charged on to the recreational user, also after the agreement has been concluded (examples thereof include a rise in VAT).

### **Article 4: Additional charges**

1. Bed linen: Use of bed linen in the chalet is mandatory (duvets and pillows are present). This can be hired at a rate of SEK 125 per person.
2. End-of-stay cleaning:
  - a. End cleaning will be charged separately: SEK 350. The recreational user needs to leave the accommodation clean and tidy.
  - b. For pets (maximum 2) will be charge SEK 50 per pet per day.

## **Article 5: Reservations**

1. Reservations can be made both by telephone and online.
2. After we have received your reservation, we will send you a booking confirmation or invoice.
3. In the event of reservations of more than 28 days prior to arrival, the cooling-off period is 2 days. In the event of reservations of less than 28 days prior to arrival, there is no cooling-off period.
4. On the third day after making the reservation, your booking is legally binding and subject to articles 6 and 7 of these general terms and conditions regarding changes and cancellation.

## **Article 6: Payment**

1. The recreational user must make the payment in Swedish Krona, with due observance of the agreed payment term.
2. Payment must be made in two instalments:
  - a. 2 weeks after booking by telephone, in writing or electronically, the first instalment being 15% of the agreed amount.
  - b. The second instalment must be paid to the proprietor 6 weeks prior to commencement of the stay.
3. If the booking was made less than 6 weeks prior to the commencement date, payment must be effected in a single instalment, at the time of making the reservation.
4. If the owner, in the event of a reservation, has not received the total amount payable on the day of arrival, the proprietor will be entitled to deny the recreational user access to the site, without prejudice to the right of the proprietor to full payment of the agreed price.
5. If the total amount has not been paid in time, an interest rate of 1% per month may be charged on the outstanding amount, subject to a written demand. Any reasonable extra judicial costs incurred by the proprietor will be payable by the recreational user subject to a notice of default.

## **Article 7: Cancellation**

1. In the event of cancellation, the recreational user owes the proprietor compensation of:
  - a. 15% of the agreed price, in the event of cancellation of more than 2 months prior to the commencement date;
  - b. 25% of the agreed price, in the event of cancellation within 2 months prior to the commencement date;
  - c. 50% of the agreed price, in the event of cancellation within 1 month prior to the commencement date;
  - d. 100% of the agreed price, in the event of cancellation within 2 weeks prior to the commencement date;
2. The compensation will be proportionally refunded after deduction of administration charges of SEK 150, if the pitch is reserved by a third party introduced by the recreational user, subject to approval from the proprietor, for the same period or a part thereof.

## **Article 8: Use by third parties**

1. Use of camping equipment and/or corresponding pitch by a third party is subject to approval from the owner.

#### **Article 9: Maximum number of persons allowed**

1. The maximum number of people allowed per pitch and rental tent is 5. Taking up residence with multiple families and/or with more than the maximum number of persons permitted is not allowed.

#### **Article 10: Late arrival and early departure**

1. The recreational user owes the full amount as agreed for the full period.

#### **Article 11: Early termination of the agreement by the proprietor and eviction**

1. The proprietor will be entitled to terminate the agreement with immediate effect:
  - a. if the recreational user, co-recreational user(s) and/or third parties, despite prior verbal and/or written warning, fail to comply with the agreement, the camping site regulations and/or government regulations, or fail to do so properly, to the extent that, according to the standards of reasonableness and fairness, the proprietor cannot be expected to continue the agreement;
  - b. if the recreational user, co-recreational user(s), despite prior verbal and/or written warning, cause a nuisance to the proprietor and/or other recreational users, or otherwise ruin the positive atmosphere on or within the direct vicinity of the camping site.
  - c. if the recreational user, despite prior verbal and/or written warning, uses the pitch and/or his camping equipment contrary to the designated use of the site;
  - d. if the camping equipment fails to meet generally accepted safety standards;
  - e. theft, vandalism, aggression, use of drugs and offensive use of language regarding race, culture or religion are some of the reasons that qualify for instant removal from the camping site.
2. If the proprietor requires interim termination and eviction, he must notify the recreational user thereof by means of a letter handed over in person. In severe cases, a letter will not be required and a personal, verbal notice suffices.
3. After having been served with a notice of termination, the recreational user must ensure that the pitch and/or camping equipment are cleared and that the site is left as soon as possible, yet within 4 hours.
4. If the recreational user fails to vacate his pitch, the proprietor will be entitled to vacate the pitch in accordance with article 12.2.
5. In principle, the recreational user is not entitled to a refund in the event of interim termination of the agreement.

#### **Article 12: Clearance**

1. Once the agreement has ended, the recreational user must vacate the pitch, leaving it cleared and empty, no later than 11am on the final day of the agreed period.
2. If the recreational user does not remove his camping equipment, the proprietor will be entitled to arrange for the pitch to be cleared at the expense of the recreational user, subject to a written demand and with due observance of a period of 7 days from the day of receipt thereof. The costs of these 7 days, the disassembly costs and any storage and/or removal costs, insofar as reasonable, will be at the expense of the recreational user.

#### **Article 13: Legislation**

1. The recreational user must at all times ensure that the camping equipment erected by him meets all environmental and safety requirements imposed by the government, both internally and externally, or which are (or can be) attached by the proprietor to the camping equipment within the framework of environmental measures for his company.
2. LPG systems are only permitted if they are installed in motorised vehicles which have been approved by the designated government body.

#### **Article 14: Maintenance and installation**

1. The owner is obliged to keep the recreational site and the central facilities in a proper state of repair.
2. The recreational user is obliged to keep the camping equipment and corresponding pitch in the same state of repair.
3. The recreational user, co-recreational users and/or third parties are not permitted to excavate the site, cut trees or bushes and erect antennas, fencing or other provisions, of whichever nature, at, on, underneath or around the camping equipment, without the prior approval from the owner.
4. The recreational user at all times remains responsible for keeping the camping equipment mobile.

#### **Article 15: Liability**

1. The legal liability of the proprietor, insofar as other than personal injury or damages resulting from death, is limited to a maximum of 5,00,000 Swedish Krona per event. The owner is insured for this.
2. The owner cannot be held liable for any accidents, theft or damage within his site, unless this is due to a failure in the performance attributable to the owner.
3. The owner cannot be held liable for the consequences of extreme weather influences or other forms of force majeure.
4. The owner can be held liable for breakdowns in his part of the mains services, unless he can claim force majeure or if these breakdowns are in the connection beyond the recreational user's takeover point.
5. The recreational user is liable for breakdowns in the mains services beyond the takeover point, unless in the event of force majeure.

6. The recreational user is liable towards to the proprietor for damage caused by acts or omissions of himself, the co-recreational user(s) and/or third parties, insofar as this concerns damage that can be attributed to the recreational user, the co-recreational users(s) and/or third parties.
7. The owner undertakes to take appropriate measures in the event of nuisance caused by other holidaymakers, subject to the recreational user reporting this nuisance.

#### **Article 16: Complaints**

1. A complaint from the recreational user must always be submitted to the owner in writing.
2. Submitting a complaint does not in any way suspend the recreational user's obligation to pay.
3. The owner will assess the complaint and handle it in all reasonableness and fairness. If the recreational user does not agree, Swedish law applies instead.

#### **Article 17: Privacy**

In order to process a reservation, the proprietor needs to record some personal data. This involves, name and address details, nationality, telephone number and email address. These data are stored in a properly secured database and can be used by the proprietor for internal marketing purposes. Personal data will not be disclosed to third parties.

*Fjällnäs, 6 February 2022*