

## **Important Information – General Terms and Conditions**

We are very pleased that you have chosen Dunká River in Iceland for your angling holiday and for entrusting us with your confidence.

### 1. Conclusion of Contract

#### 1.1 Receipt of Offer

With the receipt of your application in writing, by way of telephone or in person a contract is concluded between you and „Dunká Fishery“, W. u. C. Kummer (hereinafter called „Dunká Fishery“) whereupon the rights and obligations ensuing from this contract (including the general terms and conditions) shall apply to you and „Dunká Fishery“. We would like you, therefore, to read the following terms and conditions with due care.

Your angling holidays at „Dunká Fishery“ in the south-west of Iceland shall commence with our driver picking you up at your hotel in the Reykjavik area or at the airport and terminate with you being driven back to your hotel in the Reykjavik area or possibly to the airport after your angling week.

The travel journey from your place of residence to the point where you will be picked up by our driver in the Reykjavik area and the travel journey back, i.e. after you have been dropped off by our driver, is entirely your own responsibility and does not constitute a part of the contract pertaining to the angling holiday.

#### 1.2 Scope

The general terms and conditions described herein shall not apply to any flight ticket and/or ferry passage and/or train journey booked by you. Such travel arrangements are subject to the general terms and conditions of the corresponding carrier.

#### 1.3 Contractual Deviations from the Brochure

Special requests shall only be part of this contract if they have been accepted without any reservations and in writing by the booking office.

### 2. Prices and Terms of Payment

#### 2.1 Price

The booking price to be paid is the price stated by the „Dunká Fishery“ or possibly stated in a written offer submitted to you. If not specifically stated the price shall be per person in Swiss Francs (CHF) for the angling rights on the Haukadalsá (one rod during the number of days you have booked, usually from Saturday noon to the following Saturday morning) and for accommodation (one room with toilet/shower and full board for one person, drinks not included); the use of a SUV (gas included) for all the five rods together is included in the price.

#### 2.2 Down Payment and Outstanding Payment

Upon receipt of the booking confirmation a down payment amounting to about half of the total amount must be made. This down payment must be paid by 30<sup>th</sup> November of the year preceding the angling holiday by means of a bank transfer. The outstanding amount must be received at „Dunká Fishery“ by 31<sup>st</sup> March prior to the angling holiday at the latest. In case the outstanding payment has not been received in due time, „Dunká Fishery“ is entitled to refuse to fulfil their obligations and to charge the cancellation fees stated in clause 3.2. Any other terms of payment are subject to special agreements.

#### 2.4 Price Rise

In exceptional cases the prices stated in „Dunká Fishery“ brochure might have to be raised at a later time; such price rises might occur when:

a) the owners of the river raise their rent b) the authorities impose new duties or fees or raise such duties or fees (e.g. national licensing fees etc.)

c) the exchange rate changes d) the authorities stipulate price rises (e.g. VAT)

If „Dunká Fishery“ have to raise the price stated in the brochure as a result of the reasons mentioned above, such a price rise will be communicated to you three (3) weeks prior to departure time at the latest. If the price rise amounts to more than 10% (ten per cent) of the booking price, you are entitled to cancel the contract without any costs within five (5) days after receipt of our notification. „Dunká Fishery“ shall refund you the amount of money that you have already paid.

### 3. Cancellation and Changes

#### 3.1 Notifying your Booking Office

If you cancel your angling holiday or if you wish to change or re-schedule your angling holiday, you are obliged to notify your booking office in person or in writing. It is your obligation to produce proof of your cancellation.

#### 3.2 Cancellation Charges

Since angling holidays must be booked well in advance, cancellations invariably incur costs. As a matter of principle you are obliged to pay the total amount of the holiday booked by you. „Dunká Fishery“, however, will be trying to find a substitute for the angling week cancelled by you. In case a substitute for the angling week is found, you are entitled to the amount received by the substitute angler. „Dunká Fishery“ is entitled to offer the following discount rates for the angling week cancelled by you:

-cancellation up to 31st December of the previous year: 40% of the booking price -cancellation up to 31st March of the holiday year: 50 % of the booking price -cancellation up to 31<sup>st</sup> May of the holiday year: 60 % of the booking price

If „Dunká Fishery“ is unable to sell the angling week cancelled by you to a third party, the party who has cancelled the holiday is not entitled to any refund at all. You may, however, try to find a substitute angler yourself (see below).

#### 3.3 Cancellation Charge Insurance

We strongly advise you to take out a cancellation charge insurance; contact us by telephone in case you need any advice on such an insurance. The detailed terms and conditions of the insurance company state the obligation of payment.

#### 3.4 Substitute Angler

Should you be unable to commence your angling holiday, „Dunká Fishery“ is willing to accept a substitute angler for you. Any such substitute angler is obliged, however, to state that she/he is willing to accept the travel arrangement with the exact same conditions that you have agreed upon. Administrative costs and potentially additional costs incurred (e.g. higher accommodation costs as a result of several substitute anglers for the same angling week) must be borne by you and the substitute angler. You and the substitute angler shall be jointly liable for the payment of the price and any additional costs incurred.

### 4. Liability

#### 4.1. Generalities

In case of proven defects and if we are at fault for any such defect, „Dunká Fishery“ shall refund the value difference to the services agreed upon provided that we have been unable to offer equal substitute services on site. The liability shall be limited to the booking price and the direct damage incurred (see clause 4.5).

#### 4.2 Disclaimer

„Dunká Fishery“ shall not be liable if a breach or a non-compliance of the contract (e.g. delays, etc.) have been caused by the following circumstances:

a) default or neglect on your part prior to or during the trip b) unforeseeable or unavoidable default or neglect by a third party who is not involved in fulfilling the contractual obligations c) force majeure or an event which „Dunká Fishery“ has been unable to foresee or avoid despite due diligence d) adverse weather conditions

#### 4.3 Personal Injuries

„Dunká Fishery“ shall not be liable for personal injuries, death, body injuries (e.g. injury by a fall, breaking of a leg) during the angling holiday. A liability might arise if such injuries have been caused by a fault on the part of „Dunká Fishery“ or a company authorized by us, subject to the provisions of international agreements and national legislation. We advise you to inform yourself about the coverage of your health and accident insurance aboard. From and to the lodge the passengers transported are insured up to the maximum sum of the insurance of the carrier (bus operator) authorized by us.

#### 4.4 Property Damage and Financial Loss

In case of any property damage or financial loss incurred during the angling holiday with „Dunká Fishery“, we shall assume liability if we or one of the companies authorized by us is at fault. Any liability, however, shall be limited to the booking price and the direct damage incurred.

#### 4.5 Insurance

We strongly advise you to take out additional insurance coverage for accidents, illnesses, travel baggage, urgent return journeys, etc.. Refer to your booking office for advice.

### 5. Complaints

#### 5.1 Defects during the Angling Holidays

Should you encounter any defects or sustain any damage during your angling holiday, you are obliged to immediately notify the contact person at the „Dunká Fishery“ lodge or a representative of the Fishery in Switzerland. Such notifications are essential for later damage claims and enable the parties involved to rectify the situation in most cases.

#### 5.2 Rectification and Confirmation of Complaint

If no rectification is possible within forty-eight (48) hours and if the defect or damage is serious, you are entitled to rectify the situation yourself. The costs incurred by such actions shall be refunded to you by „Dunká Fishery“ upon presenting receipts of any such cost. The prerequisite of any damage claim is, however, that you require the contact person at the lodge of „Dunká Fishery“ to confirm such a defect or damage in writing. In order to avoid any disputes in relation to the damage claims, we recommend that you invariably contact the representative in Switzerland (Tel. ++41 71 994 29 61) so that further actions may be agreed upon before taking any decision. If you cannot be reasonably expected to continue your angling week due to severe damages, you are obliged to immediately contact „Dunká Fishery“ to discuss further actions.

#### 5.3 Lodging of Claims

You are obliged to lodge your claims and send the confirmation of the contact person at „Dunká Fishery“ to your booking office in writing within thirty (30) days after the end of your angling holiday at the latest. If you do not comply with this provision, your claim(s) shall be null and void.

### 6. Program Changes

#### 6.1 Changes

It is also in your own interest that „Dunká Fishery“ reserves itself the right to change the schedule of the angling week (e.g. delayed start due to flight issues) or individually arranged services after the beginning of the journey if such changes are required due to unforeseeable circumstances. Such circumstances might include force majeure, measures taken by the authorities or delays caused by third parties for which „Dunká Fishery“ is not liable and which are not part of this contract. It goes without saying that you will be informed you about any such changes as soon as possible.

### 7. Cancellation of a Journey

#### 7.1 Cancellation

„Dunká Fishery“ is entitled to cancel your angling holiday if there is justified reason to do so as a result of your actions or negligence. In such a case you shall have to bear the cancellation charges as stated in clause 3.2.

### 7.2 Minimum Number of Participants

With fewer than three (3) anglers per week agreed upon, the angling week may be cancelled within up to thirty (30) days prior to the commencement agreed upon (Saturday afternoon) by „Dunká Fishery“. You are entitled to a refund of the booking price. Any further claim shall be excluded.

### 7.3 Transport from and to the Lodge

The participants shall be picked up at the hotel in Reykjavik by „Dunká Fishery“ on the day agreed upon and driven to the lodge. At the end of the angling week the participants shall be driven back to the hotel in Reykjavik. The price includes the drive of all the participants together from their respective places in Reykjavik and their drive back together again to Reykjavik. If any participant is not present at the meeting point in Reykjavik at the time agreed upon, she/he will have to organize and pay to be transported to the lodge herself/himself. The same provision applies to the drive back from the lodge to Reykjavik.

### 7.4 Force Majeure

Occurrences of force majeure, measures taken by the authorities or strike actions might force „Dunká Fishery“ to cancel the angling holiday. We shall inform you about such incidents as soon as possible. In such cases you are entitled to a refund of the booking price. Any further claim shall be excluded. That provision is not applicable if the transport from and to the lodge must be cancelled; „Dunká Fishery“ shall not be liable for such incidents; claims of refunds of the booking price must be lodged with the organisations responsible for the transport.

## 8. Entry, Visa and Health Regulations

### 8.1 Regulations

As of the date of printing, citizens of Switzerland and the Principality of Liechtenstein are required to present a valid passport or a valid identity card to the authorities.

### 8.2 Obligation to Comply

Travellers are obliged to comply with the entry regulations. Please make sure that you have all the required documents on you prior to departure, in particular a certificate pertaining to the disinfection of the angling tools (issued by chemists, pharmacies or vets). „Dunká Fishery“ points out that any additional expenses, like costs for the return journey, incurred by a denied entry must be borne by you.

## 9. Applicable Law and Place of Jurisdiction

The legal relations between you and „Dunká Fishery“ shall be governed by Swiss Law. In case of disputes arising from this contract the place of jurisdiction shall be Kuesnacht ZH/ Switzerland.

### Governing Language

This contract has been executed in the German language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of this contract.

Place: Ennetbühl Switzerland, Dunká Fishery

Date: 16. Januar 2014