

CONTRACT TERMS FOR GROUP AND MEETING BOOKINGS

1. Introduction

These terms and conditions are applicable to all meetings, conferences and banquets bookings at Scandic Hotels in Norway (SH), and regulate the general conditions according to the agreement between the customer and SH.

The customer has accepted the financial and legal responsibility for the booking when both parties have confirmed the content of the agreement in writing. The agreement includes the booking details, prices, cancellation deadlines, terms and conditions.

In agreements where the customer is signing on behalf of another party (here referred to as third party) it is the signing party (here the customer) which accepts the financial and legal responsibility towards SH, regardless of any disputes from the third party. These disputes must be handled between the customer and the third party with no involvement of SH.

2. Delegates and validity of the terms

All cancellations and reduction of the number of participants and/or number of rooms must be done in writing to SH. The cancellation and reduction deadlines applicable for the customer's booking are as stated in the agreement.

SH reserve the right to cancel a booking if a part of, or the whole booking, is resold to a third party without prior agreement from SH. Such a cancellation will not lead to any obligations for SH to pay any compensation or any other costs.

SH cannot guarantee availability for the booked rooms and meeting space(s) if the final attendees and detailed schedule is not received prior to the agreed deadline and one written reminder from SH.

The deadline for SH to receive a detailed schedule for the booking is included in the customers agreement.

3. Cancellations and reductions

In case of a cancellation and/or a reduction of a booking beyond the agreed time limits stipulated in the agreement gives SH the right to demand full payment from the customer, regardless of the actual costs incurred for SH (including VAT).

SH has always the right to demand a full payment for services contracted on behalf of the customer that cannot be cancelled. This applies to services from external suppliers to the customers' booking at SH. External services booked by the customer is the customer's liability.

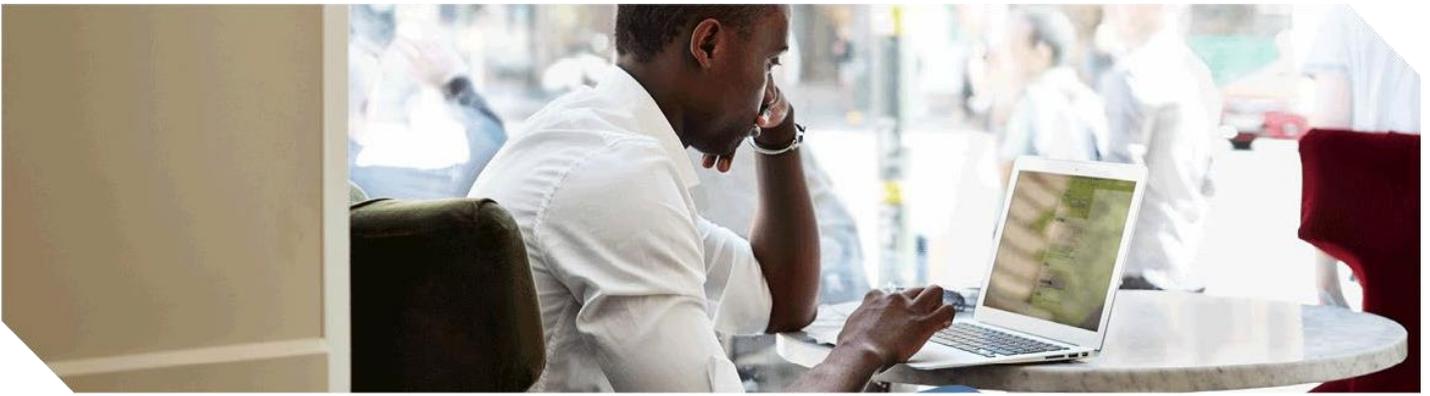
4. The customers liability

The customer is responsible for any damage participants have incurred to the hotel and/or the hotel's property during the meeting, conference- or banquet and/or the overall stay with SH. All items suspended from walls or ceilings must comply with current fire/safety laws and must be agreed upon by SH.

SH is not responsible for property brought in, stored or left at the hotel. SH is only responsible for the property where SH has assumed such a responsibility in writing. The customer is responsible for insuring their own property that is brought in to the hotel.

Should the customer wish to bring their own food and/or beverage to the meeting this must be agreed upon with SH, fees may be applicable. SH has the right to decline such an inquiry with reference to the alcohol act and the hygiene requirements for serving food.

The hotel also has a right to stop or cancel an event if it disturbs other operations or in any manner endangers the hotels' safety and/or reputation.



5. Terms of payment

The customer is responsible for all expenses incurred during their stay, unless otherwise agreed in writing. Invoicing is only possible for Norwegian* companies after a credit check resulting in a positive rating, exceptions may apply. If an invoice is required, please state the organization number as well as the desired invoice address and reference when booking confirmation.

When invoicing, a administration fee of NOK 95 is charged. When invoicing, we reserve the right to credit assess your company. Unfortunately, we do not invoice foundations, organizations, sole proprietorships or foreign companies. All invoices must be paid within 10 days from invoice date*. For delayed payments 1,5% interest fee (per month) and administration fee will be charged.

Unless the terms of payment is specified, the client shall pay by a (local) debit card, or a credit card. When paying on departure, please provide us with a credit card number and expiry date in advance.

Please note that SH is entitled to ask for a full or partial pre-payment. If the agreed payment has not been settled by the due date SH may consider this as a cancellation of the booking.

* unless other agreements have been done.

6. Rates subject to change

SH reserves the right to adjust prices in the event of changes in value added tax and other taxes / fees, or in the event of force majeure that is beyond SH's control. In addition, SH reserves the right to increase prices as a result of significant changes in raw material costs, shipping and distribution costs, as well as availability of product groups. SH must inform the customer of any increase in prices as soon as possible.

The prices in the order are adjusted once a year, per 1 January, unless otherwise stated in the parties' agreement. A price increase based on the CPI for hotels and restaurants should at least be expected.

SH reserves the right to change prices by changing the date or otherwise compared to what is stipulated in the agreement between the parties.

7. Commissions

The rates in the parties' agreement are stated without commissions unless otherwise stated. If the booking includes commission, this will be calculated from the agreed rates ex. VAT, alcohol and hired services.

The customer cannot transfer the agreement to a third party without written permission from SH.

8. Force Majeure

The hotel shall not be liable for any breach or delay in the performance of its obligations under the agreement if; (i) the error or delay is caused by fire, flooding, natural elements, strike, lockouts, blockade, war actions, terrorism or civil unrest, and (ii) provided that the defaulting party is without guilt and the error or delay could not have been prevented by reasonable precautions.

9. Disputes

The agreement and terms shall be governed and construed laws of Norway. Any dispute, controversy or claim arising out of or in connection with the agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Oslo Chamber of Commerce. The place of arbitration shall be Oslo, Norway. The language of the proceedings shall be English unless the parties mutually agree this to be Norwegian.

Scandic