



Best i Nord

General Terms and Conditions of Mikkelvik Brygge AS

These General Terms and Conditions (“Terms”) apply to all offers, deliveries, services and other legal relationships between Mikkelvik Brygge AS, Skogsfjordveien 2728, 9130 Hansnes, Norway (hereinafter the “Lessor”), and its guests. They also apply to all future business relationships with the guest, even if they are not expressly agreed again.

Any conflicting, deviating or supplementary terms and conditions of the guest shall not form part of the contract, even if they are not expressly objected to or if the Lessor, being aware of such terms, performs deliveries or services without reservation. The guest’s terms and conditions shall apply only if the Lessor has expressly agreed to their application in writing. A reference to the guest’s letters, orders or other documents shall not constitute consent to the application of the guest’s terms and conditions.

1. Bookings

A binding booking is made upon the Lessor’s confirmation of the booking in text form. Where a deposit has been agreed, the booking becomes binding once the deposit has been received in due time in the account specified by the Lessor. If payment is not made by the due date, the Lessor is entitled to let the accommodation to another party.

2. Reservations

A reservation is the provisional holding of specific accommodation or a service for the guest for an agreed period. A reservation is non-binding and does not yet entitle the guest to the provision of accommodation or any other service. In particular, it does not obligate the guest to pay the agreed price.

A reservation is valid only if the Lessor has expressly confirmed it as such in text form. The reservation remains valid until the date and time stated in the confirmation. If the guest confirms the reservation as binding within this period, the contract is concluded upon the corresponding booking confirmation and, where applicable, payment of a deposit. If no confirmation is received in due time, the reservation automatically expires. The Lessor is entitled to let accommodation subject to a non-binding reservation to another party before the end of the period if this has previously been agreed with the guest.

3. Arrival and Departure

Arrival is possible from 14:00 on the agreed arrival date, unless a different arrival time has been agreed with the Lessor. If the guest is likely to be unable to arrive at the agreed time due to a delay, for example because of traffic congestion, a breakdown or bad weather, the guest must inform the Lessor by telephone as early as possible.

The guest must depart by 10:00 at the latest on the agreed departure date, unless a different departure time has been expressly agreed.

On departure, the accommodation must be left swept clean and free of waste. The guest must dispose of any rubbish generated during their stay properly. If the guest fails to fulfil these obligations properly, the Lessor may charge the costs required for additional cleaning and waste disposal. A flat fee of NOK 2,500 will be charged for this. The guest may provide evidence that no, or substantially lower, costs or damage were incurred. The Lessor may provide evidence that the actual costs were higher.

4. Guest's Right to Cancel

The guest may cancel the contract in text form at any time before the booked service begins. In the event of cancellation or failure to arrive, the Lessor's claim to payment of the agreed fee shall generally remain in force. This also applies in the event of illness, technical problems or force majeure. A fee of NOK 500 will be charged for processing the cancellation.

In the ordinary course of business, the Lessor will endeavour to let the accommodation to another party. Income from any subsequent letting, as well as expenses saved, will be credited against the fee payable by the guest.

The following flat cancellation fees apply to the period that is not let to another party:

- Up to 50 days before arrival: 20%
- 49 to 35 days before arrival: 30%
- 34 to 20 days before arrival: 50%
- 19 to 8 days before arrival: 80%
- 7 days or fewer before arrival, or in the event of failure to arrive: 90%

The flat fees are calculated on the agreed booking price, excluding public charges.

The guest may provide evidence that the Lessor incurred no damage, or substantially less damage. The Lessor may provide evidence of greater damage.

5. Lessor's Right to Cancel and Terminate

The Lessor may cancel the contract or terminate it for good cause. Good cause shall include, in particular, where:

- an agreed advance payment or security deposit is not paid by the due date;
- the guest fails to make payments when due;
- performance of the contract becomes impossible due to force majeure or other circumstances for which the Lessor is not responsible;
- the accommodation is sublet or further let without the Lessor's consent; or
- use of the accommodation would substantially disrupt business operations, compromise safety or significantly affect other guests.

The Lessor will inform the guest of the termination of the contract without delay.

Where the Lessor validly terminates the contract, the guest shall not be entitled to damages or any other compensation, to the extent permitted by law. Payments already made will be refunded unless they are subject to legitimate claims by the Lessor.

The guest is advised to take out travel cancellation and travel interruption insurance.

6. Payment Terms, Prices and Services

The prices applicable when the contract is concluded are those set out in the Lessor's offer or in the price list valid at the time of booking (<https://mikkelvik.com/de/preise/>). Unless otherwise stated in the offer, the prices for apartments and holiday apartments include final cleaning, towels and bed linen. The full travel price must be paid by bank transfer to the account stated in the booking confirmation before arrival.

The type and scope of the services to be provided are set out in the booking confirmation and in the service description on the Lessor's website referred to above, as valid when the contract is concluded, including all information and explanations contained therein.

The Lessor is entitled to adjust the agreed prices after conclusion of the contract if cost factors beyond the Lessor's control increase after the contract has been concluded, in particular taxes, levies, fees, energy costs or other public charges. Any price adjustment may be made only to the extent that the actual costs incurred for the relevant service have increased. A price increase for the purpose of increasing profit is excluded. If the relevant costs decrease after conclusion of the contract, the contract price must be reduced accordingly to a reasonable extent.

The Lessor will inform the guest of any price adjustment without delay after becoming aware of the relevant change in costs, stating the reasons and the calculation of the adjustment. Where provided by law, the other contracting party's right to withdraw from the contract in the event of a significant price increase, or to terminate it without paying a withdrawal or cancellation fee, remains unaffected.

7. Guest's Obligations

The guest must notify the Lessor without delay of any defects or disruptions affecting the booked services and give the Lessor an opportunity to remedy them. The guest must take reasonable steps to remedy disruptions and prevent further damage.

The holiday apartment may be used only by the agreed number of people. In the event of occupancy exceeding that number, the Lessor is entitled to charge a reasonable additional fee and to terminate the contract for good cause.

Pets are not permitted. Smoking is prohibited throughout the building. The house rules in force must be observed.

Upon arrival, the Lessor may require a security deposit of up to NOK 6,000 for each rental property, as well as for the first boat, and NOK 2,000 for each additional boat. The security deposit will be refunded after the rental property or boats have been returned in proper condition. The Lessor is entitled to set off legitimate claims against the guest's claim for repayment of the security deposit.

The guest is solely responsible for holding any permits and qualifications required under Norwegian law to operate a boat.

The guest must comply with the statutory regulations applicable in Norway to fishing tourism.

8. Liability

The guest is liable for all damage and loss culpably caused by the guest, their fellow travellers or any other persons engaged by the guest.

In accordance with statutory provisions, the Lessor is liable only for damage resulting from an intentional or grossly negligent breach of duty by the Lessor or its vicarious agents. In the event of a slightly negligent breach of material contractual obligations, the Lessor is liable only for damage that is typical and foreseeable for this type of contract. In all other cases, liability for damage caused by slight negligence is excluded. The foregoing limitations of liability do not apply to damage resulting from injury to life, body or health, or in other cases of mandatory statutory liability. The Lessor is not liable for damage or disruption caused by force majeure, in particular extraordinary weather conditions, storms, rain, heat, cold or other events for which the Lessor is not responsible.

The Lessor is liable for items brought by the guest, in particular cash, valuables, fishing equipment and technical devices, only in accordance with statutory provisions. The guest is responsible for keeping such items safe.

The Lessor gives no guarantee or warranty of a particular fishing result. The Lessor is not liable for disruption caused by weather, commercial fishing or other circumstances outside the Lessor's sphere of responsibility.

The guest is solely responsible for complying with the statutory and regulatory requirements applicable to them, in particular Norwegian fishing regulations and regulations governing the operation of boats.

Parents and other persons responsible for supervision must ensure that accompanying children are adequately supervised.

9. Data Protection

The Lessor processes the guest's personal data for the purpose of preparing and performing the contract and fulfilling legal obligations. Processing is carried out, in particular, on the basis of Article 6(1)(b), (c) and (f) GDPR, and on the basis of Article 6(1)(a) GDPR where consent is required. To provide the agreed services, the Lessor may use service providers that process personal data to the extent necessary. Personal data will be deleted once the relevant processing purpose no longer applies and provided that no statutory retention obligations require otherwise.

Further information on the processing of personal data and the guest's rights is available in the Lessor's privacy policy (<https://mikkelvik.com/de/service/datenschutz/>).

10. Governing Law and Jurisdiction

The contractual relationship is governed by Norwegian law, excluding the UN Convention on Contracts for the International Sale of Goods. If the guest is a consumer whose habitual residence is in another country, this choice of law applies only insofar as it does not deprive the guest of the protection afforded by mandatory provisions of the law of their country of residence.

The statutory rules on jurisdiction apply to disputes. To the extent permitted by law, the place of jurisdiction is the Lessor's registered office in Norway.

11. Final Provisions

If any provision of these Terms is or becomes invalid, the validity of the remaining provisions shall not be affected. The statutory provisions shall apply in place of the invalid provision.

Amendments and supplements to the contract must be made in text form, unless a stricter form is required by law.

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