

**Effective are the laws of the official „General Travel Conditions (ARB 1994)“ in full together with the following amendments:**

**Adaptation to the amendment to the Consumer's protection law BGBl. 247/93**

Debated by the Consumer-political Counsel of the Federal Ministry of Health, Sports and Consumer's Protection according to § 73 Abs. 1 GewO 1994 and § 8 of the decree of the Federal Ministry of Economic Affairs in the text of 1994 regarding the performances of travel agencies. The complete text can be looked into in any Austrian travel agency or requested by the tour operator.

**1. Registration / Payment of tour price**

1.1 Registration shall take place on the basis of the descriptions of services given in the brochure or on our website. You can register for a tour either in writing or online. 1.2 By registering for a tour/making a booking the customer offers to conclude a tour contract with RAD + REISEN GmbH with binding effect. The tour participant shall be bound to registration for the tour for a period of 10 days. The tour contract shall come into existence on the issue of confirmation by RAD + REISEN GmbH, whereby no special form shall be required for said confirmation. A written copy of the booking confirmation (= invoice) shall be transmitted on or immediately after conclusion of the contract.

1.3 On receipt of the booking confirmation/invoice on our part, a deposit of 20% per person shall become due however at the earliest 11 months pre tour end. The balance of the tour price shall become due for payment at the earliest 20 days but the latest 15 days before commencement of the tour. You will receive detailed documentation about the tour following receipt of the balance.

1.4. In the event of a bank remittance the customer shall ensure that the bank charges incurred in his own country are at his expense.

1.5 Where a simultaneous booking is made for at least six persons, we offer the RAD + REISEN GmbH group discount of between 4 - 7% on the basic price of the tour. Group discounts also apply to bonus cycle tours. This shall be conditional on collective registration and invoicing in addition to payment of the total tour price in 2 partial payments (deposit and balance). Where payment is effected in more than 2 partial payments (except in the case of additional services booked at short notice), the group discount will no longer apply.

**2. Cancellation of tour - Substitutes - Changes to booking**

2.1 The Customer may withdraw from the contract (cancel) at any time prior to commencement of the tour. Cancellation must be effected in writing. In the event of cancellation or no-show the following cancellation fees shall become due in relation to the tour price:

Up to the 28th day prior to departure 20%, however at least 50.- euros per person.

From the 27th day until the 14th day prior to departure 30%.

From the 13th day until the 8th day prior to departure 50%.

From the 7th until the 4th day prior to departure 70%.

From the 3rd day or with no-show for the tour 90%.

Insurance is not included in our tour prices.

Separate terms and conditions apply to ALL COMBINED CYCLE AND BOAT TOURS:

Up to the 84th day prior to departure 20%, however at least 50.- euros per person.

From the 83rd day until the 42nd day prior to departure 30%

From the 41st day until the 28th day prior to departure 60%

From the 27th until the 4th day prior to departure 80%

From the 3rd day or with no-show for the tour 90%

2.2 Changes required by the customer in relation to participants, accommodation, type of board, etc. are possible up to 28 days prior to commencement of the tour on payment of an administrative charge of 50.- euros for each change. Rebooking by the customer to another tour or date shall only be possible in the form of a cancellation (in accordance with the terms of cancellation item 2.1) and subsequent new booking of the tour.

2.3 Where the tour participant fails to avail himself of an individual tour service through his premature return due to illness or other reason for which RAD + REISEN is not responsible, the tour participant shall hold no entitlement to pro-rata reimbursement of said service.

2.4 If accommodation becomes a single-use accommodation due to the cancellation of a participant, the cancellation fee will be charged to the canceling participant according to the cancellation rates mentioned above, but at least a lump-sum compensation of € 150.00. For the changeover of the booking to single accommodation the remaining travel participant will be charged the regular surcharge for single accommodation. The organizer reserves the right to change the accommodation according to the occupancy.

**3. Cancellation and termination by RAD + REISEN GmbH**

3.1 Should a tour be cancelled for reasons beyond our control (strike, natural disaster, etc.) or should the specified minimum number of participants for a trip fail to be attained, RAD + REISEN shall be entitled to withdraw from the tour contract in accordance with the following provisions.

3.2 RAD + REISEN GmbH shall be obliged to immediately notify the tour participant of cancellation of the tour where it is certain that the tour cannot take place for the above reasons.

3.3 Should it not be possible for a tour to take place due to the failure to attain the minimum number of participants, RAD + REISEN GmbH shall be obliged to notify the tour participant at the latest three weeks prior to commencement of the tour.

3.4 Effected payments shall be the subject of immediate reimbursement. No further claims shall exist here, in particular as regards the reimbursement of cancellation costs for flights, train tickets, accommodation before/after the tour, etc. which have already been booked. We therefore recommend booking flights, etc. only when it is certain that the required tour will take place.

**4. Services and Prices**

4.1. The scope of the services, which RAD + REISEN GmbH is obliged to perform, is set out in the contents of the booking confirmation in association with the catalogue or cruise description valid at the time of the cruise, subject to all the information and explanations contained therein, including any individual agreements.

4.2. Connecting journeys by train/coach/plane must be organised and booked by the customer himself. Upon request, RAD + REISEN GmbH is prepared to act as an agent for arranging such connecting journeys.

4.3. Any concessions arising from the age of the customer shall be based on the customer's age on the date of the start of the cruise.

**5. Changes to contractual content before the start of the trip that do not affect the travel price**

5.1 Deviations in essential characteristics of the travel services from the agreed content of the travel contract which were not caused by RAD + REISEN GmbH in bad faith and which become necessary after the conclusion of the contract shall be permitted vis-à-vis RAD + REISEN GmbH before the start of travel if the deviations are not of major significance and do not impair the overall nature of the trip booked.

5.2. RAD + REISEN GmbH is obliged to clearly and comprehensively inform the customer of changes to services immediately after it becomes aware of the reason for such a durable medium (e.g. also by email, text message or voice message) in a manner that highlights the change. In the event of a significant change to an essential characteristic of a travel service or a deviation from the customer's particular specifications that have been included in the travel contract, Section 65lg BGB applies. If the change affects the content of the travel contract, the customer shall be entitled, within a suitable period set by RAD + REISEN GmbH, at the same time as communication of the change to either accept the change, cancel the travel contract without charge or request a place on a substitute trip if RAD + REISEN GmbH has offered such a trip. The customer may choose to respond, or not respond, to the communication from RAD + REISEN GmbH. If the customer responds to RAD + REISEN GmbH, he/she may either agree to the change, request a place on a substitute trip if such has been offered or cancel the contract free of charge. If the customer does not respond to RAD + REISEN GmbH at all or within the period set, the communicated change shall be deemed to have been accepted. RAD + REISEN GmbH will draw the customer's attention to this fact in the communication regarding the service change in accordance with 4.2 in a clear, comprehensible manner that highlights the change.

5.3. Any warranty claims shall remain unaffected insofar as the changed services

are deficient. RAD + REISEN GmbH is obliged to inform the customer about deviations from services without delay. In the event of significant deviations in the travel services from the agreed content of the travel contract before the start of the trip, the customer shall be entitled to cancel the contract. Following the communication from RAD + REISEN GmbH, the customer shall be obliged to assert this cancellation right without delay.

**6. Liability and limitations of liability**

6.1 RAD + REISEN GmbH shall be liable in the framework of the duty of care incumbent on a prudent businessman for diligent preparation of the tour, careful selection and monitoring of the service providers, in addition to the correctness of the descriptions of services applicable for the tour period at the time the catalogue is printed.

6.2 The participation in tours is at the tour participant's own risk. Minors may only take part in a tour where accompanied by an authorised guardian.

6.3 Every tour participant shall be personally responsible for ensuring that he is in sufficiently good health to satisfy the requirements of the tour. The information relating to the physical requirements for the tour are given to the best of our knowledge and belief, albeit without any guarantee. Where a tour participant is unable to satisfy the physical requirements for a standard tour, he shall bear the sole responsibility in this regard.

6.4 The tour participant shall likewise bear responsibility for compliance with the road traffic regulations.

6.5 All means of transport (coach, ship, aircraft, etc.) shall be subject to the terms and conditions of carriage of the relevant transport company.

6.6 Should it be necessary to make a change to the tour route (e.g. due to the weather conditions, for reasons of safety, etc.) during the tour, this shall not give rise to any entitlement to a reduction in the tour price. In the case of tours by ship sections of the route may also be travelled by coach where necessary in nautical/technical terms. In the case of group tours and tours by ship the decision regarding a change in route should be solely incumbent on the tour escort or the captain of the ship.

6.7 Should a scheduled visit fail to take place for a reason beyond our control (e.g. conversion / renovation work, etc.), we cannot be held responsible in this regard.

6.8 Should damage occur which has been solely caused by a service provider selected by ourselves or which has not been caused by ourselves through intent or gross negligence, our liability - on whatever legal grounds - shall be limited to three times the price of the tour.

6.9 Should any loss of or damage to your luggage come about, we shall only be liable where this has been caused by ourselves and we are immediately informed following its occurrence. This shall however also be limited to a maximum of 200.- euros per person. We accept no liability whatsoever for items which are not normally contained in luggage, for means of payment of any nature, for cosmetic damage and damage to handles and castors or for damage to baggage items whose total weight exceeds 20 kg. We recommend taking out comprehensive travel insurance for such risks.

6.10 Customers take their own bicycles with them at their own risk. If RAD + REISEN GmbH undertakes the transportation (this also includes the loading and unloading of bicycles for bike/boat offers) of the customer's own bicycles, any resulting claims for compensation due to damage, loss or theft are excluded, unless RAD + REISEN GmbH is responsible for intent or gross negligence.

6.11 Liability for damages of any kind whatsoever is limited to cases of intent and gross negligence.

6.12 The traveller is liable for damage and theft that occurs during the rental period of a rental bike and the associated equipment. This liability can be optionally excluded by taking out insurance. Excluded from this are lost keys, batteries and chargers of e-bikes, as well as damage caused by intent or gross negligence

**7. Adjustment of prices**

RAD + REISEN GmbH reserves the right to change the price agreed in the travel contract accordingly in the event of an increase in VAT rates, transport costs or charges for certain services, such as port or airport charges or a change in the exchange rates applicable to the tour in question.

7.1 If the transport costs existing at the time of conclusion of the travel contract, in particular the fuel costs, increase, RAD + REISEN GmbH shall be entitled to increase the tour price in accordance with the following calculation:

a) In the event of an increase related to the seat, RAD + REISEN GmbH may demand the amount of the increase from the customer.

b) In other cases the additional transportation costs demanded by the transportation company per means of transportation shall be divided by the number of seats of the agreed means of transportation. RAD + REISEN GmbH shall be entitled to demand the resulting increase for the individual seat from the Customer.

7.2 If the taxes, port or airport charges existing at the time of conclusion of the travel contract are increased vis-à-vis RAD + REISEN GmbH, the tour price may be increased by the corresponding proportionate amount.

7.3 An increase shall only be permissible insofar as the circumstances leading to the increase had not yet occurred prior to conclusion of the contract and could not have been foreseen by RAD + REISEN GmbH at the time of conclusion of the contract. In the event of a subsequent change in the tour price RAD + REISEN GmbH shall inform the customer without delay. Price increases from the 20th day prior to commencement of travel shall be invalid. In the event of price increases of more than 8%, the customer shall be entitled to withdraw from the travel contract without incurring any charges or to demand participation in a trip of at least equivalent value if RAD + REISEN GmbH is in a position to offer such a trip from its range of services at no additional cost to the customer. The Client shall assert this claim against RAD + REISEN GmbH without undue delay after being notified of the price increase. 7.4 RAD + REISEN GmbH shall be obliged to pass on price reductions to the Customer by applying the above clauses accordingly.

**8. Warranty**

8.1 Redress: Where the tour has not been carried out in accordance with the terms of contract, the Customer may seek redress. Compliance with the terms of contract shall be firstly determined by the description of services and secondly, also by the local customs and practices of the country of destination. RAD + REISEN GmbH may refuse to provide redress where this would incur disproportionately high costs; it shall however be entitled to offer redress in the form of substitute performance of equal or higher value. The Customer shall only be entitled to refuse such substitute performance for reasons considered to constitute good cause in objective terms. Any request for redress shall be addressed either directly to ourselves or to the local tour leader. The tour leader shall not however be authorised to allow such claims.

8.2 Discount on tour price: For the duration of the failure to carry out the tour in accordance with the terms of contract until redress is provided by RAD + REISEN GmbH, the Customer may on his return from the tour submit a written request for an appropriate reduction in the tour price (discount). The discount shall not apply where and so far as the tour participant fails through his own negligence to notify the parties specified in item 7.1 of the shortcoming in a timely manner to enable same to provide redress.

8.3 Any claims must be submitted to ourselves at the latest one month after the scheduled end of the tour according to the terms of contract.

**9. Duty to cooperate**

9.1 Where the tour participant does not receive his tour documentation in good time before the tour, he must notify RAD + REISEN GmbH at once.

9.2 With any disruption in performance the tour participant shall be obliged to make all reasonable efforts to help rectify the disruption and to minimise or avoid any damage resulting therefrom. The Customer shall in particular be obliged to immediately notify the party specified in item 8.1 of his complaints. This party shall be charged to ensure redress as far as this is possible. Where the Customer fails through his own negligence to issue notification of a shortcoming, no entitlement to a discount shall come into being.

**10. Protection for customer monies**

10.1 In the event of insolvency, the package tours organized by RAD + REISEN GmbH are covered by a bank guarantee from Raiffeisen Landesbank Burgenland, Raiffeisenstraße 1, 7001 Eisenstadt, guarantee no. 71.052.120 insured in accordance with the Austrian travel agency insurance (RSV). This applies to 1. the payments already made (down payments and remaining payments) insofar

as the travel services are completely due to the insolvency of RAD + REISEN GmbH or are partially not provided or the service provider demands payment from the traveller,

2. the necessary expenses for the repatriation and, if necessary, the cost of accommodation prior to the repatriation resulting from the insolvency of the tour operator or - in the case of responsibility for the transport of people - of the agent of related travel services have arisen, and

3. if applicable, the necessary costs for the continuation of the package tour or the arranged travel service.

In the event of the bankruptcy of the tour operator or, in some Member States, the travel agent, payments will be refunded. If the bankruptcy of the tour operator or, if relevant, the travel agent after the start of the package tour and the transport is part of the package tour, so the repatriation of travellers is guaranteed. The traveller can contact the responsible processor Europäische Reiseversicherung AG, Contact Kratochwiljestraße 4, 1220 Vienna, Tel. : +43 (1) 3172500, E-Mail: schaden@europaeische.at if services, which would belong to him, are refused due to the insolvency of the tour operator. The registration of all claims is to be made within eight weeks with the liquidator from the occurrence of a loss of claims due to the bankruptcy of the tour operator. Details on RAD + REISEN GmbH's entitlement to exercise travel services can be found on the website <https://www.gisa.gva.at/abfrage> under the GISA number 23577657 (in section „Search by business licence“).

**11. Key rights under Directive (EU) 2015/2302**

- Travellers will receive all essential information about the package before concluding the package travel contract.

- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

- The organiser has to provide assistance if the traveller is in difficulty.

- Details on the entitlement to travel benefits of RAD + REISEN GmbH can be found on the website <https://www.gisa.gva.at/abfrage> under the GISA number 23577657

**12. Miscellaneous**

12.1 You shall be liable for any damage or loss to bicycles and equipment made available to yourself for the duration of the tour.

12.2 The customer shall be personally responsible for compliance with all regulations relating to passports, visas, customs and health.

12.3 RAD + REISEN GmbH reserves the right to make changes to prices and services, and likewise to correct any mistakes or typographical errors.

12.4 The invalidity of individual provisions of the tour contract shall not result in the invalidity of the entire contract.

12.5 The legal venue shall be the registered office of the organiser.

**Tour operator:**

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