

## **General Terms and Conditions of Business (TOB)**

### **A. General Terms and Conditions of Business (TOB)**

Please note that any and all contracts and agreements made with us are subject to our **General Terms and Conditions of Business (TOB)**.

The following are integrate parts of the content of our TOBs:

- (1) **General Terms of Travel (ARB 1992)** recommended by the Trade Association of Travel Agencies in coordination with the Travel Agency Committee of the Political Consumer's Advisory Board, as modified in alignment to the amendment to the Consumer Protection Act FLG 247/93 and the Amendatory Warranty Law Act, FLG I N° 48/2001; as well as
- (2) the below **Complementary Conditions of the Oberösterreich Touristik GmbH**.

The **ARB 1992** as well as the **Complementary Conditions of the Oberösterreich Touristik GmbH** are published and available to you on our homepage at [www.radurlaub.com](http://www.radurlaub.com) for viewing or downloading under bookable offers.

### **B. Complementary Conditions of the Oberösterreich Touristik GmbH:**

#### **1. Oberösterreich Touristik GmbH as travel agent and/or travel operator**

**1.1** Oberösterreich Touristik GmbH acts as **travel agent** for the following tours: Donaueschingen-Ulm, Ulm-Passau, Vienna-Bratislava, Vienna-Budapest, St. Moritz-Innsbruck, Mur-Bicycle-Route, Carinthian Lakes, Drau-, Tauern-, Neusiedl-Bicycle Routes, Munich Lakes, Altmühltal-, Bodensee-, Rhein-, Main-, Mosel-, Lahn-, Elbe-, Spree- and Havel-Bicycle Routes, Mecklenburger Lake Plateau, Baltic-Sea Bicycle Route, Island of Bornholm, Sweden, Masuria, Vltava Bicycle Route, Island of Szentendre, Slovenia, Adriatic coast, Italy, Etsch Bicycle Route, Southern Tyrol/Bozen, Aare Bicycle Route, Alpine Rhine, Southern Alsace, Loire Bicycle Route, Belgium, Brügge

**1.2** For all other tours, Oberösterreich Touristik GmbH acts as **travel operator**.

*Oberösterreich Touristik GmbH*

*Freistädter Straße 119*

*A-4041 Linz*

*Phone: +43-732/72 77 – 200*

*Company Register N° 88092y*

*Entry number in Register of Organisers published by the Federal Ministry of Economic Affairs: 1998/0129*

**1.3** For bicycle and ship tours you will receive the relevant Terms of Cancellation that apply to your bicycle or ship tour together with your booking confirmation.

**1.4** The present Complementary Conditions apply for the activities of Oberösterreich Touristik GmbH, both acting as travel agent or travel operator, unless expressly stated otherwise.

#### **2. Payment**

If payments are made to our Austrian account, the customer will have to ensure that the Austrian bank fees will be charged to us, while foreign bank charges in the country of the customer will be borne by the customer.

### **3. Withdrawal on the part of the customer – price increase**

**3.1** Before the start of a trip, the customer is entitled to withdraw from the contract anytime. Such withdrawal has to be made in writing. In case of a withdrawal or no-show, we shall be entitled to charge the following withdrawal fees (percentages refer to the relevant travel prices):

- until 28 days prior to start of trip: 20%
- from 27 to 14 days prior to start of trip: 30%
- from 13 to 8 days prior to start of trip: 50%
- from 7 days to 1 day prior to start of trip: 70%
- on the starting day of the trip or no-show: 90%

**3.2** Bicycle and ship tours at the river Danube / Theodor Körner: We reserve the right to modify the listed and confirmed prices in case of any increase of transportation costs or fees up to twenty days prior to the start of a trip. If prices are raised more than 5%, the customer shall be entitled to rescind from the contract free of charge. This right to withdrawal must be exercised by notifying Oberösterreich Touristik GmbH at least 72 hours after reception of the declaration on price increases. For the sake of clarity: this regulation applies as a special condition and in addition to Part B point 8.1 of the ARB 1992.

### **4. Change of booking**

In case any booking is changed by the customer (change of travel date, duration, destination, and transfer due to change of travelling person, etc. until 28 days prior to start of trip) not within our influence, we will charge a processing fee of € 30.00 per person. Such change of booking can only be carried out depending on actual availability and in individual cases. The customer is not entitled to such changes. Independent thereof, the cancellation fees of the relevant travel operator shall apply, if we only act as travel agent. For the sake of clarity: this regulation applies as a special condition and in addition to Part B point 2 of the ARB 1992.

### **5. Liability**

**5.1** As regards third-party offers, we shall only be liable in our role as agent to the extent as defined in Part A of the ARB 1992.

**5.2** For all damage – except injury to persons – we shall be liable as travel operator, in case we (or an individual person we are responsible for) have caused such damage with intent or gross negligence.

**5.3** We will not accept any type of supervision (custody) for minors or persons who are not fully legally competent. Minors and other persons who are not fully legally competent may only participate in trips accompanied by a responsible supervisor. When trips are booked for minors, customers must name a supervisor, parent or legal guardian in any case. Otherwise the booking will not be processed.

**5.4** Damage by loss or damage to your luggage (one item per person, maximum 20 kg) will only be covered by our liability, if it was caused by us and is reported to us in writing immediately after it has occurred. In any case, the maximum amount is € 500.00 per item/person. We advise to take out a travel luggage insurance.

**6. Travel documents: obligatory cooperation by the customer**

If a customer does not receive the required travel documents in time before the start of a trip, s/he shall contact and inform Oberösterreich Touristik GmbH immediately. Otherwise the customer will have to bear all resulting consequences thereof.

**7. Passport, visa, foreign currency, customs and health regulations**

The customer is responsible for his/her compliance with any and all passport, visa, foreign currency, customs and health regulations.

**8. Complementary Conditions – Differences to the ARB 1992**

**8.1** The Complementary Conditions of Oberösterreich Touristik GmbH shall apply in addition to the ARB 1992.

**8.2** Please note that our Complementary Conditions differ in part from the ARB 1992 as pointed out below. **Conditions of the ARB 1992 in bold type and crossed out in the left column are not accepted by us:**

ARB 1992	Complementary Conditions of Oberösterreich Touristik GmbH
<p>Part A, point 2.1. Information on passport, visa, foreign currency, customs and legal health regulations:</p> <p>It is deemed common knowledge that a valid passport is required for all journeys abroad.</p> <p>The travel agency shall inform the customer on any foreign passport, visa and legal health immigration regulations beyond that, as well as on foreign currency and customs regulations, if so requested, to the extent such information is available in Austria. <del>Generally, the customer shall be self-responsible for compliance with these regulations.</del> If possible, the travel agency offers to take care of any required visa against payment.</p> <p>On request and if possible, the travel agency also offers information on special regulations for foreigners, stateless persons and owners of double-citizenships.</p>	<p>Point 7.:</p> <p>The customer shall be self-responsible for compliance with any and all passport, visa, foreign currency, customs and health regulations.</p>
<p>Part B, point 7.1., Withdrawal of customer</p>	

from a trip:

a) Withdrawal without cancellation fee

Apart from legally admitted rights of withdrawal, the customer may withdraw from a trip prior to provision of the service in individual cases, without having to reimburse the organiser for claims against him/her, under the following conditions:

If essential components of the contract, including the travel price, are changed significantly.

In any case, the circumvention of the purpose and character of the organised trip, as well as any increase of the agreed travel price by more than 10 percent according to section 8.1 shall be such significant changes.

The organiser shall be obligated to explain the change to the contract immediately to the customer either directly or through the relevant travel agent. The organiser shall also advise the customer on the options of either accepting the change to the contract or to withdraw from the contract. The customer shall exercise his/her right of choice immediately.

If the organiser is responsible for the event that would entitle the customer to withdraw, the organiser shall be liable to indemnify the customer.

b) Claim for compensatory performance

If the customer does not exercise his/her right to withdraw according to lit. a, and in case of cancellation of the trip without fault on the part of the customer, the customer may choose not to demand the rescission of the contract, but to demand its fulfilment by requesting participation in an other, similar travel event, if the organiser is able to provide such a solution.

Subsequent to the customer's right of choice, s/he shall also be entitled to damages due to non-fulfilment of the contract, unless the

cases point out under 7.2 apply.

**e) ~~Withdrawal entailing cancellation fee~~**

~~The cancellation fee is in a percentage relation to the travel price and shall depend on the time of the declaration of withdrawal and the relevant type of trip. The travel price and/or lump-sum price shall be defined as the total price of the contractually agreed services.~~

~~In all cases not listed under lit. a, the customer shall be entitled to withdraw from a contract against payment of a cancellation fee. In case of an inadequate cancellation fee, such fee may be reduced by a court of law.~~

~~Depending on the type of trip, the following cancellation rates per person shall apply:~~

~~1. Special flights (charters), groups IT (group package trips using regular transport services), bus trips in random groups (multiple-day trips)~~

~~Up to 30 days prior to start of trip.....10%  
From 29 to 20 days prior to start of trip.....25%  
From 19 to 10 days prior to start of the trip.....50%  
From 9 to 4 days prior to start of the trip.....65%  
From the 3<sup>rd</sup> day (72 hours) prior to start of the trip.....85%~~

~~of the travel price.~~

~~2. Individual IT (individual package trips using regular transport services), railway trips in random groups (except chartered trains)~~

~~Up to 30 days prior to start of trip...10%  
From 29 to 20 days prior to start of trip...15%  
From 19 to 10 days prior to start of trip...20%~~

Point 3.1:

Before the start of a trip, the customer may withdraw from the contract anytime. Such withdrawal must be made in writing. In case of any withdrawal or no-show, we shall be entitled the charge the following cancellation fees (percentages refer to the relevant travel prices):

- until 28 days prior to start of trip:  
20%
- from 27 to 14 days prior to start of trip:  
30%
- from 13 to 8 days prior to start of trip:  
50%
- from 7 days to 1 day prior to start of trip:  
70%
- on the starting day of the trip or no-show:  
90%

<p><del>From 9 to 4 days prior to start of trip.....30%</del>  <del>From the 3<sup>rd</sup> day (72 hours) prior to start of trip...45%</del></p> <p><del>of the travel price.</del></p> <p><del>For hotel accommodation, holiday apartments, ship voyages, one-day bus trips, chartered trains and regular, scheduled flights at special rates, specific conditions will apply. They must be listed in the detailed program.</del></p> <p>Declaration of withdrawal</p> <p>In case of any withdrawal, please mind:</p> <p>The customer (ordering party) may notify the travel agency where the trip has been booked, at any time that s/he wishes to withdraw from the contract. In case of a cancellation, it is recommended to</p> <ul style="list-style-type: none"> <li>- cancel by way of a certified letter or</li> <li>- cancel personally by submitted a written declaration of withdrawal on that occasion.</li> </ul> <p>c) No-show</p> <p>No-shows are customers who abstain from a trip, because there is no will to travel, or if the departure is missed due to negligence on the part of the customer, or due to an accident or coincidence that has happened to the customer. <del>If it has been clearly established that the customer cannot or will not take the remaining part of the trip, s/he shall pay 85% of the travel price in case of travel types as defined under lit. e 1. (special flights, etc.) and 45% of the travel price in case of travel types as defined under lit. e 2 (individual IT, etc.).</del></p> <p>In case of any inadequacy of the above rates, a court of law may reduce these rates in individual cases.</p>	
<p>Part B, point 5.2. Damages:</p> <p><del>If the organiser or its assistants culpably violate the obligations applying to the</del></p>	<p>Point 5.2</p> <p>For all damage – except injury to persons – we shall be liable as travel operator, in case</p>

<p><del>organiser under the contractual relationship, the organiser shall be obligated to provide damages to the customer for the damage that has been caused to the customer.</del></p> <p><del>To the extent the travel operator is responsible for other persons acting as employees, s/he shall be liable only, if s/he does not present proof that the relevant damage was neither caused with intent nor with gross negligence — except for cases of personal injury.</del></p> <p>With the exceptions of intent and gross negligence, the travel operator shall not be liable for any items that would normally not be taken along, unless s/he has kept them safely in knowledge of the relevant circumstances.</p> <p>It is therefore recommended to customers not to take along any items of special value. Furthermore it is recommended to store items that are taken along in a suitable and safe place.</p>	<p>we (or an individual person we are responsible for) have caused such damage with intent or gross negligence.</p> <p>Point 5.4.:</p> <p>Damage by loss or damage to your luggage (one item per person, maximum 20 kg) will only be covered by our liability, if it was caused by us and is reported to us in writing immediately after it has occurred. In any case, the maximum amount is € 500.00 per item/person. We advise to take out a travel luggage insurance.</p>
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We recognise the terms of the ARB 1992 that are not expressly listed in the above overview.

## 9. Securing travel prices

We inform you that Austria's travel operators are obligated to secure the travel prices paid by the customer to the travel operator according to Art. 7 of the EU Package-Travel Directive. The securing of customer payments is done by way of a bank guarantee (see invoice). This bank institute is obligated according to the agreed terms to guarantee and/or refund customer payments.

## 10. Securing customer payments

Based on the Travel Agency Decree StF FLG. II 316/99 including amendments from 2001, 2003 and 2006 according to the EU Directive 90/314/EEC. In case of any insolvency of the travel operator OÖ Touristik GmbH, payments already made for travel services that will not be provided anymore, as well as necessary expenses for return trips are covered by a bank guarantee of Raiffeisenlandesbank at Linz, Raiffeisenplatz 1, to an overall amount of EUR 445,020.23. In case of insolvency, assistance requests and reimbursement applications are to be submitted to Europäische Reiseversicherungs AG, Kratochwjlestrasse 4, A-1220 Vienna, phone +43/1/317 25 00, fax +43/1/319 93 67. Complete reimbursement applications must be submitted within 8 weeks. The submission must be documented. Otherwise all claims will be dismissed.