

## **The General Terms and Conditions of the Fasten-Tour GmbH as a Tour Organiser**

The Fasten-Tour GmbH can become a tour organiser through combining and selling or offering for sale packages on the basis of Directive (EU) 2015/2302 and the Austrian Package Travel Act (PRG).

As a tour organiser, the Fasten-Tour GmbH bears full responsibility for the proper performance of a package tour.

The company Fasten-Tour GmbH has the legally required security for the repayment of your payments and, if the transport is included in the package tour, to ensure your repatriation in the event of bankruptcy.

A package tour includes then, if at least two different travel services are combined at the request of travelers and these are put together before the conclusion of a contract for all services.

A package tour also exists if separate contracts are concluded with individual providers of travel services and purchased in the same booking process ("shopping cart"), if a trip is offered at a flat rate or a total price, contractually agreed or billed if a trip is advertised as a "package tour" or is contractually agreed and if a trip can be compiled as a "travel gift box" or purchased through a "click-through booking".

The general terms and conditions are the basis of the package tour contract concluded between the Fasten-Tour GmbH, the tour organiser, and the traveler.

The general terms and conditions of the Fasten-Tour GmbH are considered agreed upon if they were transmitted or the travelers could see them on a website of the Fasten-Tour GmbH before the travelers were bound to a contract by a contract declaration.

Before travelers are bound by a package travel contract or its contractual declaration, the tour operator and, if the package tour is contractually agreed through a travel agent, the travel agent shall provide the applicable standard information sheet in accordance with Annex I Part A or B of the Package Travel Act and, if this information for the package tour in question is relevant informs travelers about the following essential characteristics of the travel services:

- (i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
- (ii) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections.
- Where the exact time is not yet determined, the organiser and, where applicable, the retailer informs the traveller of the approximate time of departure and return;
- (iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
- (iv) the meal plan;
- (v) visits, excursion(s) or other services included in the total price agreed for the package;
- (vi) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;
- (vii) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out; and
- (viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's

needs;

- (b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address;
- (c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;
- (d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller;
- (e) the minimum number of persons required for the package to take place and the time-limit before the start of the package for the possible termination of the contract if that number is not reached;
- (f) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- (g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser;
- (h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance,

including repatriation, in the event of accident, illness or death.

For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer provides the traveller with the standard information set out in Part B of Annex I, and the information set out in points (a) to (h).

The travelers receiving a package tour contract from the tour organiser get in addition to the information provided before they were bound by a package travel contract or its contractual declaration the following information plainly, clearly and in simple and understandable language, if written in readable form:

(a) special requirements of the traveller which the organiser has accepted;

(b) information that the organiser is:

(i) responsible for the proper performance of all travel services included in the contract and

(ii) obliged to provide assistance if the traveller is in difficulty;

the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the Member State concerned for that purpose and its contact details;

the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package;

information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package;

where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation,

information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;

information on available in-house complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council, and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council;

information on the traveller's right to transfer the contract to another traveller.

Immediately after completion or confirmation, the traveler will be provided with the package tour contract either by email or in case of personal presence in paper form.

## **Changes to the package travel contract**

If before the package travel the tour organiser submits the content of the package travel contract to irrelevant changes except the price he will inform the travelers of the change clearly, understandably and distinctly on a durable medium.

If the tour organiser is forced to significantly change essential contents of the package tour before the package tour begins, or is he not able to meet the special requirements of the traveler, that have become content of the contract or he suggests to increase the total price of the package tour by more than 8%, travelers can within a reasonable period of time specified by the tour organiser agree to the proposed changes or withdraw from the contract without payment of withdrawal compensation.

If travelers do not make a statement within the specified time, it will be seen as a consent to the changes.

The following is considered essential content of a package tour:

Destinations, travel route and length of stay with the respective dates and, if

accommodation is included, the number of nights included,

means of transport including their characteristics and class, location, day and time of departure and return journey, duration and locations of intermediate stops as well as port connections,

location, main features and, if applicable, tourist classification of the accommodation according to the rules of the respective country of destination,

meals,

sightseeing tours, excursions or other in the total price of the package tour included services,

whether one of the travel services is provided to the travelers as part of a group, and when this is the case - if possible - the approximate group size,

provided the use of other tourist services by the travelers depends on an effective oral communication the language in which these services are provided and

the indication of whether the trip is generally suitable for people with reduced mobility.

When withdrawing from the package tour contract, travelers can agree to another package tour - if possible, in equivalent or higher quality - as replacement, if offered by the tour organiser.

Otherwise the tour organiser will immediately, at the latest however, 14 days from receipt of the cancellation notice refund travelers all payments made by them or on their behalf.

The tour organiser immediately informs travelers on a durable medium clearly, understandably and distinctly about the proposed changes and, if applicable, their impact on the price of the package tour, the reasonable period within which travelers can inform the tour organiser about their decision and the package tour offered as a replacement, if any, and its price and that the failure of a statement within the time limit set can be taken as consent.

Travelers are entitled to a reasonable price reduction if the changes to the package travel contract or the package tour offered as replacement result in a reduced quality or a reduction of the cost of the package tour.

## **Withdrawal from the package tour contract before the package tour begins**

Before the package tour begins, travelers can withdraw at any time from the package tour contract without giving reasons.

If travelers withdraw from the package tour contract before the package tour begins, the tour organiser can request payment of reasonable and justifiable compensation.

Adequate compensation flat rates can be specified in the package travel contract depending on the time interval between the withdrawal and the planned start of the package tour and according to the expected saved expenses and income from other uses of the travel services.

If no lump sum compensation has been stipulated in the contract, the compensation corresponds to the price of the package tour minus the saved expenses and income from other uses of the travel services.

Upon request of the traveler, the tour organiser will justify the rate of the compensation.

The tour organiser reimburses the traveler in the event of withdrawal from the package travel contract before the beginning of the package tour all payments made by them or on their behalf for the package tour - minus the reasonable and justifiable compensation - immediately, however at the latest within 14 days of receipt of the cancellation notice.

Before the start of the package tour, travelers can cancel the package travel contract without paying compensation if at the destination or in its immediate

vicinity unavoidable and exceptional circumstances arise that affect the carrying out of the package tour or transportation of people to the destination significantly.

If travelers withdraw from the package travel contract because at or in the close vicinity of the destination unavoidable and exceptional circumstances have occurred that affect the carrying out of the package tour or of transporting people to their destination significantly, they are entitled to full reimbursement of all payments made for the package tour, but not for additional compensation.

The tour organiser can withdraw from the package tour contract before the start of the package tour against full reimbursement of all payments made for the package tour, but without paying any additional compensation,

1) if fewer people have registered for the package tour than the minimum number of participants specified in the contract and the tour organiser's declaration of withdrawal is received by the travelers within the period specified in the contract,

at the latest however

a) 20 days before the start of the package tour for trips of more than six days,

b) seven days before the start of the package tour for trips between two and six days,

c) 48 hours before the start of the package tour for trips lasting less than two days

2) if the tour organiser is prevented from fulfilling the contract due to unavoidable and exceptional circumstances and if the cancellation notice is sent to the travelers immediately, but at the latest before the package tour begins.

In the event of a cancellation in accordance with the above two paragraphs, the tour organiser will reimburse the travelers for all the amounts paid by them or on their behalf for the package tour, at the latest within 14 days of receipt of the cancellation notice.

Travelers can immediately inform the tour organiser of any non-conformity with the contract that they perceive during the provision of the travel services agreed in the

package travel contract, taking into account the respective circumstances, and set a reasonable deadline for rectifying them.

The tour organiser will remedy the lack of conformity within a reasonable period of time if a contractually agreed travel service is not provided or is provided only inadequately, unless this is impossible or would be associated with disproportionate costs taking into account the extent of the lack of conformity and the value of the travel service concerned.

If a significant part of the agreed travel services cannot be provided in accordance with the contract, the tour organiser offers the traveler at no additional cost reasonable additional arrangements for the continuation of the package tour, which are, if possible, qualitatively equivalent or higher than the contractually agreed services;

The same applies if travelers are not transported back to the place of departure in accordance with the contract. If the other arrangements offered by the tour organiser result in a lower quality of the package tour than the contractually agreed services, the tour organiser grants the travelers a reasonable price reduction. Travelers can only reject the proposed other arrangements if they are not comparable with the services agreed in the package travel contract or if the price reduction granted is not appropriate.

If no other arrangements can be offered or if travelers reject the other arrangements offered, the tour organiser shall, in the case of agreed travel services, which to a large extent cannot be provided in accordance with the contract, ensure that the travelers are returned immediately with an equivalent transport service at no additional cost for the travelers if the transportation of people is part of the package tour.

The tour organiser bears the costs for the necessary accommodation of the travelers, if possible in an equivalent category, for a period of a maximum of three nights if the return transport of the travelers agreed in the package travel contract is not possible due to unavoidable and exceptional circumstances.

Persons with reduced mobility are excluded from the cost restriction in accordance with Article 2 letter a of Regulation (EC) No. 1107/2006 on the rights of disabled air travelers and air travelers with reduced mobility, OJ L 204, 26.07.2006 p. 1, and their accompanying persons, pregnant women and unaccompanied minors as well as persons who require special medical care, provided the tour organiser has been informed of the special needs of these persons at least 48 hours before the start of the package tour.

## **Price Reduction and Compensation**

If the notification of a perceived breach of contract is effected as required, the tour organiser grants travelers a reasonable price reduction for each period of the package tour affected by a breach of contract, unless the breach of contract is attributable to the travelers.

In the event of a significant breach of contract, the tour organiser also grants reasonable compensation for the loss of holiday enjoyment if the perceived breach of contract has been made without delay as required.

The tour organiser does not grant compensation if the non-conformity is attributable to a third party who is not involved in the provision of the travel services included in the package travel contract, and the non-conformity was neither predictable nor avoidable or is due to unavoidable and exceptional circumstances.

The tour organiser's compensation can be limited if the scope of the compensation or the conditions under which a provider of a travel service covered by the package travel contract has to pay compensation are limited by international agreements that are binding on the European Union.