

# General Conditions of Travel of Alpbach Tourismus GmbH for the arrangement of individual travel services

## 1. Scope of application

- 1.1. The travel agent arranges travel contracts for individual travel services (e.g. hotel), between service providers on the one hand and the traveller on the other. The travel agent shall render his services in accordance with the statutory provisions, in particular the Package Travel Act (PRG), as well as the Package Travel Ordinance (PRV), with the due care of a prudent businessman. In these conditions the travel agent means the company "Alpbach Tourismus GmbH", abbreviated to "ATG".
- 1.2. The General Conditions of Travel shall be deemed to have been agreed if they have been conveyed - before the traveller is bound to a contract by a contractual declaration - or if the traveller has been able to view their contents. They constitute the basis of the agency contract concluded between the travel agent and the traveller.
- 1.3. These General Conditions of Travel apply to the agency contract (see point 1.2.). The respective General Terms and Conditions of Business shall apply to contractual relationships between the traveller and the brokered service providers.

## 2. Tasks of the travel agent

- 2.1. Based on the information provided by the traveller, the travel agent shall, if necessary, prepare travel proposals or a travel offer for the traveller. Travel suggestions are not binding; they are therefore not yet offers. If no travel proposals can be made based on the information provided by the traveller, the travel agent shall inform the traveller accordingly. The travel proposals shall be based on the information provided by the traveller for which reason incorrect and/or incomplete information provided by the traveller - in the absence of clarification by the traveller - could form the basis of the travel proposals. When preparing travel proposals, for example (without claiming to be complete), the price level, the service provider's professional competence, discounts, the best-price principle and other factors can be used as parameters at best.
- 2.2. If the traveller has a concrete interest in a service of the travel agent or in one of the travel suggestions submitted to him, the travel agent shall prepare a travel offer. The travel offer prepared by the travel agent binds the service provider.
- 2.3. The travel agent shall advise and inform the traveller on the basis of the information provided by the traveller to the travel agent. The travel agent shall present the service to be arranged for the traveller in accordance with the traveller's information, taking into account the local conditions of the country/destination as well as any special features associated with the trip, to the best of their knowledge. There shall be no obligation to provide information about generally known conditions (e.g. topography, climate, flora and fauna), unless, depending on the type of travel service, there are circumstances that require separate clarification or clarification of the circumstances is necessary for the provision and the process or the implementation of the service to be arranged. In principle, it must be remembered that the traveller consciously chooses the environment in the country/destination, and that the standard, equipment, food and hygiene are based on the respective regional standards/criteria customary in the country/destination.
- 2.4. Special requests of the traveller in terms of customer wishes (e.g. room orientation) are essentially non-binding and do not give rise to any legal claim unless these wishes have been confirmed by the service provider as a stipulation by the traveller. If a confirmation is issued, a binding promise of service exists.  
Declarations by the travel agent constitute a commitment to forward the traveller's wishes to the specific service provider and are not a legally binding promise unless they have been confirmed by the service provider.

## 3. Traveller's duty of information and cooperation

- 3.1. The traveller must provide the travel agent with all personal and factual information necessary and relevant for the journey (e.g. planned transport of animals), in good time, fully and accurately. The traveller must inform the travel agent about all circumstances relating to him or the circumstances of fellow travellers and of the special needs of his fellow travellers, in particular concerning any existing restricted mobility or state of health and other restrictions that may be relevant for the preparation of travel proposals/travel offers or for the performance of the travel services.
- 3.2. If the traveller's mobility is restricted and this arises only in the period between conclusion of the contract and the start of the journey or if other restrictions as defined by 3.1. arise during this period, the traveller must inform the travel agent immediately - whereby the written form is recommended for reasons of proof - to enable the agent to inform the service provider accordingly.
- 3.3. A traveller who has asked for a booking by the travel agent for himself or a third party is considered to be the principal and, by analogy within the meaning of § 7 (2) PRG, assumes the obligations arising from the agency contract vis-à-vis the travel agent (e.g. payment of remuneration etc.), unless otherwise agreed.
- 3.4. The traveller is required to check all contractual documents (e.g. booking confirmation) conveyed by arrangement by the travel agent for factual correctness of his information/data and for any deviations (e.g. typing errors) and incompleteness and, in the case of incorrectness/deviations/incompleteness, to notify the travel agent immediately for the purpose of correction - whereby the written form is recommended for reasons of proof. ,
- 3.5. To ensure that for passengers with limited mobility (as defined in Article 2 (a) of Regulation (EC) No. 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air) and their accompanying persons, pregnant passengers, unaccompanied minors and passengers who require special medical care the limited cost-bearing obligation of the service provider or travel agent is not applied for necessary accommodation in the case of return transport due to unavoidable and exceptional circumstances, the travellers concerned must inform the tour operator or travel agent of their special needs at least 48 hours before departure.
- 3.6. In accordance with § 11 (2) PRG the traveller is required to report any non-conformity with the contract of the agreed travel services of which he/she becomes aware, taking into account the relevant circumstances, immediately and fully, including a concrete description of the non-conformity/deficiency, to enable the service provider to remedy the non-conformity at the location - insofar as this is possible or feasible depending on the individual case - taking into account the respective circumstances and any associated expense (e.g. cleaning replacement rooms, finding a replacement hotel). If a lack of conformity arises during the normal business hours of the travel agent, the traveller must report non-conformity to the travel agent. It is recommended that the traveller makes use of written form, in particular for reasons of proof. Outside normal business hours the traveller must notify any lack of conformity to the service provider. In the case of failure to report a non-conformity, this shall affect any warranty claims of the traveller, provided that remedial action could have been taken on location and that such

a notification could have been reasonably expected. Pursuant to § 12 (2) PRG, failure to report may also be classified as contributory negligence (§ 1304 ABGB (Austrian Civil Code)) in respect of claims for compensation. A notification of a lack of conformity with the contract shall not give rise to a promise of performance.

- 3.7. The traveller shall be required to pay the fees agreed in the contract in accordance with the terms of payment in due time and in full. The traveller shall indemnify the travel agent for any loss or damage incurred by the latter in the event of non-payment (advance payments by the travel agent).
- 3.8. In the event of assertion and receipt of payments from compensation claims or price reductions within the meaning of § 12 (5) PRG or in the event of receipt of other payments and services from service providers or from third parties that are to be offset against claims for damages or price reductions by the traveller against the service provider, the traveller must inform the travel agent of this fact fully and accurately.

## 4. Insurance

- 4.1. As a matter of principle, when travelling, it is important to note that no valuable objects, important documents etc. should be taken along. In the case of important documents, it is recommended that copies be made and used - insofar as their use is permissible. The theft of valuables cannot be ruled out and is basically to be borne by the traveller himself, as a realisation of the general life risk.
- 4.2. The recommendation is to take out insurance (travel cancellation insurance, travel interruption insurance, luggage insurance, travel liability insurance, foreign travel health insurance, delay protection, personal protection, etc.) that guarantees adequate coverage from the date of the contract until the end of the journey.

## 5. Changes to the service before the start of the journey

- 5.1. The travel agent must inform the traveller at the address last notified by him in a clear, comprehensible and distinct manner on a permanent data carrier (e.g. paper, e-mail) concerning minor changes in the content of the contract.
- 5.2. Minor changes are - whereby this must be checked in each individual case - small, objectively justified changes that do not significantly change the character and/or the duration and/or the service content and/or the quality of the booked service.
- 5.3. Substantial changes may involve a considerable reduction in the quality or value of travel services that the service provider is compelled to make, if the changes affect essential characteristics of the travel services and/or have an influence on the travel services and/or travel processing. Whether a change or reduction in the quality or value of travel services is substantial must be evaluated in each individual case, taking into account the type, duration, purpose and price of the travel service, as well as the intensity and duration and also the causation of the change and, if applicable, the culpability concerning the circumstances that led to the change.
- 5.4. If the service provider is compelled to effect significant changes in the above-mentioned sense of those essential characteristics of the travel services that constitute the character and purpose of the travel service, or if he cannot meet the customer's specifications that have been expressly confirmed by the service provider or if he increases the total price of the travel service in accordance with the provisions of § 8 PRG by more than 8%, the traveller may
  - agree to the proposed changes within a reasonable period of time stated by the service provider, or
  - withdraw from the contract without payment of compensation.In the cases just mentioned, the travel agent shall therefore inform the traveller about the following points at the address last provided by him in a clear, comprehensible and distinct manner on a permanent data carrier (e.g. paper, e-mail):
  - changes to the travel services and, where applicable, their effects on the price of the travel service
  - the reasonable period of time within which the traveller must inform the travel agent of his decision and the legal effect of failure to make a statement within the reasonable period.

The traveller is recommended to use the written form for his declaration. If the traveller does not make a declaration within the deadline, this shall be deemed to constitute agreement to the changes.

## 6. Liability

- 6.1. The travel agent shall be liable within the scope of § 17 PRG for booking errors (e.g. typing errors), provided these are not due to an erroneous or incorrect or incomplete statement by the traveller or to unavoidable and exceptional circumstances within the meaning of § 2 (12) PRG.
- 6.2. The travel agent shall not be liable for property damage and financial losses of the traveller that arise in connection with the booking insofar as they are due to unavoidable and exceptional circumstances within the meaning of § 2 (12) PRG.
- 6.3. The travel agent shall not be liable for provision of a service he has arranged or for the provision of a service that has not been arranged by him or that he has not promised to arrange for the traveller or for additional services at the location booked by the traveller after the start of the journey.

## 7. Remuneration of the travel agent:

The travel agent shall be entitled to reasonable remuneration for his work.

- 7.1. If services (e.g. hotel) are booked with the respective service provider via the travel agent, the travel agent shall be permitted to charge a fee (service fee) per booking and per traveller. The travel agent shall likewise be permitted to collect a fee for any booking changes that may be required. The travel agent shall inform the traveller of the amount of the respective fee when travel suggestions/travel offers are submitted or before the changes are made.

## 8. Delivery - electronic correspondence

- 8.1. The delivery/contact address of the traveller is the last address (e.g. email address) provided to the travel agent. The traveller must notify changes without delay. It is recommended that the traveller makes use of written form.