

# Das Leben spüren - Embrace Life

## PLEASE NOTE:

**\*\*\* The English version of the AGB (general terms and conditions) is a service and for information only; solely the German original is of binding validity! \*\*\***

## GENERAL TERMS AND CONDITIONS – ALLGEMEINE GESCHÄFTSBEDINGUNGEN

### Section I.

**SPECIAL TRAVEL CONDITIONS** (= Besondere Reisebedingungen) of Karin Kropik – Das Leben Spüren (BRB-KK; as of April 2018), hereafter „the organizer“, „us“ and „we“, respectively:

#### General

These Special Travel Conditions (BRB-KK) apply in addition to the General Travel Terms and Conditions (ARB 1992). Together they form the General Terms and Conditions (Allgemeine Geschäftsbedingungen, AGB) and are the contractual basis of the organizer. In case of ambiguity, the Special Travel Conditions of Karin Kropik - Das Leben spüren (BRB-KK) apply first and only then the "ARB 1992".

#### Registration/Conclusion of contract

The travel contract is concluded between the customer and the tour operator if there is agreement on the essential contractual components (price, services and date). You can register online using the booking form. The registration is binding upon receipt of the booking confirmation. We assume that you have informed yourself in advance about your rights and obligations on the basis of the ARB 1992 as well as this BRB-KK and accept these as contractual basis of the travel contract. This also applies to possible other participants registered by you. Furthermore, we assume that you have carefully read and taken note of the respective travel or tour description. This also applies to possible other participants registered by you.

#### Deposit/Payment

##### *Booking of a day trip*

For day trips, the total trip price is due after completing the online booking process.

##### *Long-term booking up to 20 days before departure*

After receipt of the booking confirmation, a deposit of 10 % of the total trip price is due. This must be transferred within 7 days to the account indicated in the booking confirmation. The remaining trip price is due at the earliest 20 days and at the latest 10 days before departure - step by step against handing over the travel documents to you.

##### *Booking at short notice from 20 days before departure*

In case of short-term bookings from 20 days before the start of the trip, the total trip price is due immediately. Please note that the total trip price must be credited to the specified account, any charges for payment transactions (e.g. payment in a foreign currency) will be borne by you. If we act merely as an agent for a trip, the terms of payment of the respective tour operator or service provider shall apply.

### **FareHarbor Online Booking System**

We use the online booking system of FareHarbor. By booking a tour with us online via our website, you agree to the [Terms of Service of FareHarbor](#). All payments are processed through FareHarbor. You acknowledge that FareHarbor charges an additional fee to Guests for its booking services, based on a percentage of the total Service Fee (the "Guest Fee").

### **Cancellation policy**

1. For individuals:

For a full refund, cancel at least 7 days before the tour is scheduled to start. After that, we cannot grant any refund. Cancellation after departure or no-show: 100%.

2. For companies (B2B):

For a full refund, cancel at least 30 days before the tour is scheduled to start. After that, we cannot grant any refund.

### **Withdrawal from the contract by the organizer & alternate dates:**

1. Cancellation if the minimum number of participants is not reached

### **Multi-day trips**

a) If the minimum number of participants stated in the travel or tour description is not reached, trips of more than 6 days up to the 14th day before the start of the trip can be cancelled by us. Payments will be refunded. *The cancellation of trips of more than 6 days by the organizer differs from the ARB in the 1992 version.*

### **Day trips**

b) The trip can be cancelled up to 24 hours before the start of the trip. If it is cancelled because the minimum isn't met, you'll be offered a different date/tour or a full refund. Nevertheless, in individual cases, the tour can be carried out already from one participant. *The cancellation of day trips by the organizer differs from the 1992 version of the ARB.*

2. Withdrawal in the event of bad weather conditions

a) For Individuals:

In case of bad weather, in particular heavy precipitation, the tour organizer can withdraw from the contract and cancel the trip up to 24 hours before the start of the trip. You'll be offered a different date or a full refund. The decision as to whether bad weather is present in this sense or not lies solely with the organizer. The cancellation of day trips by the organizer deviates from the 1992 version of the ARB.

b) For Companies (B2B):

In case of bad weather, the alternate programme as agreed in the the contract or specific offer shall apply.

### **Trips with special risks**

According to the ARB, hiking/adventure tours are considered as trips with special risks. Before you start your journey, we would like to point out the specific dangers associated with hiking in the great outdoors, which are not always foreseeable or cannot be excluded. Due to the nature of a hiking trip, certain circumstances (weather changes, floods, rockfall, injuries, road and trail conditions, technical problems, official regulations, etc.) may lead to deviations from the original tour or travel description. This also applies to transport (route changes, vehicle defects, traffic jams, temporary transport defects). Unusual exertion, temperatures and climatic conditions can put excessive strain on the cardiovascular system. In the event of accidents in the mountains and remote nature areas, it may take longer for external help to arrive or external help may even not be possible in some cases.

Any delays, restrictions or omission of program items due to the above mentioned reasons will be acknowledged by you as a possible disturbance and not as a travel shortcoming. You are aware of these circumstances, which form a basis for the conclusion of the travel contract and about which you were informed before the conclusion of the contract. Within the scope of warranty law, no claims can arise due to shortcomings in the event of impairments that represent part of the general life risk associated with the performance of the trip.

We are not liable for damages caused by not following the instructions of the hiking guides. The obligation to follow the instructions of the hiking guides regarding the correct carrying out of the tour as well as the safety of the participants is part of the travel contract. Anyone who violates this contractual obligation must compensate us for the resulting damages. If a specified guide is unavailable, a replacement guide will be provided. This does not constitute a reason for rescission.

### **Self-responsibility/state of health**

Your participation is at your own risk and full awareness of the specific potential dangers associated with the booked travel or tour. If you are unsure about your health or physical condition, please seek medical advice. You are responsible for complying with the physical requirements set out in the tour description. There is therefore no claim for reimbursement of a service in the event of interruption of travel due to a lack

of physical prerequisites.

Personal medication must always be carried with you. The tour guides or hiking guides may confidentially enquire about the health status of the participants in order to guarantee the safety of individual participants or the whole group and, if necessary, exclude individual participants from the whole tour or individual programme items if the performance requirements specified in the tour or travel description cannot be met. You also agree to inform the hiking guide or tour guide confidentially about known health problems that could endanger or impair the safety of the tour or hiking trip. Whether the state of health and physical fitness are sufficient for the planned tour or journey should therefore be clarified before the booking.

The punctual arrival at the agreed meeting point of the tour/journey as well as taking along the complete travel documents and the corresponding hiking equipment are as well part of self-responsibility.

### **Hiking equipment**

We expressly point out that adequate hiking equipment is a prerequisite for participation in journeys and hiking tours. Particularly noteworthy here is the need for ankle-high hiking boots with good grip - sneakers, sandals, flip-flops or low shoes are not suitable. Hiking guides or tour guides therefore have the right to check the shoes of the participants before the start of the tour. In case of insufficient footwear and other inadequate equipment, participants can be excluded from the tour for safety reasons and no legal claims can be asserted. Adequate equipment also includes taking personal medication for known chronic diseases (e.g. allergies, asthma, diabetes, etc.), sun protection (hat, cap, sun cream), rain protection as well as protection against wind and cold (depending on the season also warm cap and gloves), as it can cool down severely in the mountains even in summer when the weather changes. It is also very important to bring enough drinking water (we recommend at least 1.5 l). The participants agree to follow the instructions of the hiking guides or the tour guide.

### **Walking times**

The walking times given in the travel or tour description are average values. The actual walking time depends on the physical condition of each individual participant, the group size, the weather conditions, the trail conditions and unforeseeable events (e.g. closure of woodland due to forestry work). Temporal fluctuations in either direction are unavoidable and no legal claims can be derived from deviations of the indicated walking time.

### **Unforeseeable events**

We have no influence on unexpected and unforeseeable events, natural disasters, political unrest etc. and resulting program changes and there is no claim for reimbursement. Even if additional costs arise due to force majeure, official arbitrariness or for other reasons (e.g. additional hotel, flight, accommodation or transportation costs), these shall be borne by the participant.

## **Program changes**

We would like to point out that "Karin Kropik - Das Leben Spüren" offers individual tours and journeys and that there may therefore be shifts and changes in routes for various reasons. All defined benefits are to be understood in such a way that changes in performance due to changed or postponed routes can occur for good reasons (e.g. official arbitrariness, illness of travel participants, necessary repairs of means of transport, changes in the weather, changes in road and path conditions, etc.) and no warranty claims can be asserted as a result. Reaching a specific destination is not subject of the travel contract.

## **Pictures**

You expressly agree that photos taken by you or made available to us may be stored and used by us without proof of the name and without publication fee to illustrate tours and journeys. If this is not desired, please inform the respective hiking- or tour guide in advance.

## **Travel insurance**

The prices of our travels and tours do not include any trip cancellation insurance, trip interruption insurance or travel health insurance. If you would like to take out insurance, you can do so via the link to Europäische Reiseversicherung AG on their website. It is also recommended to take out salvage cost insurance. This includes a helicopter rescue which is not covered by a regular health insurance. Please clarify in advance whether such a salvage cost insurance already exists, e.g. via automobile clubs or alpine clubs. As a rule, the insurance policies of Europäische Reiseversicherung AG already include salvage cost insurance. We point out that we are acting only as intermediaries here; any claims are to be handled directly with the insurance company. The exact wording of the travel insurance conditions can be found at [www.europaeische.at](http://www.europaeische.at).

## **Changes and errors**

Errors, changes in price and programs as well as printing- and typesetting errors are reserved.

## **Organizer/jurisdiction**

Tour operator: Karin Kropik - Das Leben Spüren, Zeillergasse 42/16, 1170 Vienna, Austria. Place of jurisdiction is Vienna, Austria. Bank details: Easy Bank, IBAN: AT25 1420 0200 1255 7885, BIC/SWIFT: EASYATW1. Account holder: Karin Kropik.

## Section II.

### GENERAL TRAVEL TERMS AND CONDITIONS (ARB 1992)

Adaptation to the amendment to the Consumer Protection Act, Federal Law Gazette 247/93 and to the Warranty Right Amending Law, Federal Law Gazette I No. 48/2001

Jointly discussed in the consumer-political advisory body of the Federal Minister for Health, Sports and Consumer Protection in accordance with § 73 subsection 1 of the Trade, Commerce, and Industry Regulation Act 1994 [Gewerbeordnung] and § 8 of the regulation of the Federal Minister for economic affairs in the version dated 1994 on the provisions regarding the exercise of the travel agency industry [Ausübungsvorschriften für das Reisebürogewerbe] (now § 9, according to Federal Law Gazette II No. 469/2009).

The travel agency may act as an agent (section A) and/or as a tour operator (section B).

The **agent** accepts the obligation to make an effort to provide an entitlement for services of other parties (operators, carriers, hoteliers, etc.).

**Tour operator** is the company either offering several touristic services at a package price (package holiday/travel organisation) or promising to render individual touristic services as services on its own account and for this purpose usually providing own brochures, advertisements, etc.

If third party services are arranged (e.g. optional trips at the holiday resort), a company acting as a tour operator may also act as an agent if it refers to this function as agent.

The following conditions constitute the contract text usually used by travel agencies as agents (section A) or as tour operators (section B) to conclude contracts with their customers/travellers (annotation: in the sense of the Consumer Protection Act).

#### The special conditions

- of the arranged tour operators,
- of the arranged carriers (e.g. train, bus, airplane and ship) and
- the other arranged service providers

prevail.

#### A. THE TRAVEL AGENCY ACTING AS AGENT

The following conditions are the bases of the contract (agent's contract) concluded between customers and an agent.

##### 1. Booking/contract conclusion

The booking can be effected in writing, per phone or verbally. The travel agency should immediately confirm verbal bookings or bookings by phone in writing.

Travel agencies should use booking notes containing all necessary details regarding the customer's order and referring to the travel advertisement (catalogue, brochure, etc.) forming the basis of the booking.

With regard to its own services or arranged services, the agent must – according to § 6 of the provisions regarding the exercise of the travel agency industry – refer to these applicable GENERAL TRAVEL TERMS AND CONDITIONS. In case of differing travel terms and conditions, she must demonstrably advise the customer of these differences and hand them out before contract conclusion.

If services of foreign contractors (service providers, tour operators) are arranged, foreign law may apply as well.

Whoever completes a booking for her/himself or for a third party, is regarded as principal contractor and in default of differing declarations, accepts the obligations under the contract award towards the travel agency (payments, contract cancellation, etc.).

In the booking, the travel agency may request a service charge and a (minimum) deposit. Both the balance and the compensation of cash expenses (phone expenses, fax costs, etc.) become due upon the hand-over of the travel documents (these do not include personal documents) of the respective tour operator or service provider at the travel agency.

Upon or immediately after the contract conclusion, travel organisations accepting bookings are obliged to communicate a confirmation regarding the travel contract to the traveller (travel confirmation).

## **2. Information and other incidental services**

### **2.1 Information on passport, visa, foreign currency, customs and health regulations**

It is commonly known, that a valid passport is needed for travels abroad.

Additionally, the travel agency must inform the customer about the corresponding foreign passport-, visa- and health entry provisions and – upon request – about foreign currency and customs regulations if they can be obtained in Austria. The customer her/himself is responsible for compliance with these regulations. If possible, the travel agency will – against compensation – take charge of the provision of a visa that might be necessary. Upon request, the travel agency will - if possible - give information about special regulations for foreigners, stateless persons as well as persons holding a double citizenship.

## **2.2 Information regarding the travel service**

The travel agency is obliged to present the service of the tour operator or the service provider to the best of its knowledge in consideration of the characteristics of the arranged contract and the circumstances in the respective country or destination.

## **3. Legal status and liability**

The travel agency's liability covers

- the thorough selection of the respective tour operator and/or service provider as well as the thorough analysis of gained experience;
- the unobjectionable provision of services including the corresponding information of the customer and the delivery of the travel documents;
- the demonstrable forwarding of notices, declarations of intent and payments between the customer and the procured company and vice versa (like e.g. of changes in the agreed service and the agreed price, notices of cancellation, complaints).

The travel agency will not be liable for the provision of the service procured and/or obtained by it.

Together with the travel confirmation, the travel agency must notify the customer about the company name (product name), the address of the tour operator and – if applicable – of an insurer if this information is not already contained in the brochure, catalogue or other detailed means of advertising. If it does not do so, it is liable towards the customer as operator and/or service provider.

## **4. Impairments of performance**

If the travel agency violates the duties incumbent on it under the contractual relationship, it is obliged to compensate the customer the resulting damage unless it proves that it has neither acted intentionally nor in a grossly negligent way.

For breaches of contract due to slight negligence, the travel agency is obliged to compensate the customer the resulting damage up to the amount of the commission of the procured business.

## **B. THE TRAVEL AGENCY AS TOUR OPERATOR**

The following conditions are the bases of the contract – hereinafter referred to as travel contract – concluded between the booking party and a tour operator either directly or through an agent. In case of a direct conclusion, the agent's obligations analogously apply to the tour operator.

The tour operator generally accepts the applicable GENERAL TRAVEL TERMS AND CONDITIONS, deviations are highlighted in all its detailed advertising documents

according to § 6 of the provisions regarding the exercise on of the travel agency industry.

### **1. Booking/contract conclusion**

The travel contract is concluded between the booking party and the tour operator if there is an agreement regarding the material parts of the contract (price, service and date). This results in rights and duties for the customer.

### **2. Change in the person of the traveller**

A change in the person of the traveller is possible if the replacing person meets all conditions regarding the participation and can be completed in two ways.

#### **2.1 Assignment of the claim to the travel service**

The booking party's obligations under the travel contract remain effective if it assigns all or single claims under this contract to a third party. In this case, the booking party will bear the resulting additional costs.

#### **2.2 Transfer of the travel event**

Where the customer is prevented from proceeding with the package, he may transfer his booking to another person. The tour operator must be informed about the transfer either directly or via the agent within a reasonable period before the departure date. The tour operator may notify a specific period in advance. The transferring party and the replacing person will be jointly liable for both the unbalanced remuneration and the additional costs arising from the transfer.

### **3. Contents of the contract, information and other incidental services**

Exceeding the duty to inform also applicable to the agent (namely information on passport, visa, foreign currency, customs and health entry regulations), the tour operator must provide sufficient information about the service offered. The service descriptions in the catalogue and/or brochure valid at the time of the booking as well as the other information contained therein are the subject matter of the travel contract, unless differing agreements have been made at the booking. It is, however, recommended to record such agreements in writing.

### **4. Travels including special risks**

If travels include special risks (e.g. expeditions), the tour operator will not be liable for the consequences of risks outside of his scope of duty.

The tour operator's obligation to thoroughly prepare the journey and to thoroughly select the persons and companies commissioned with the provision of the single travel services remains unaffected.

## **5. Legal bases in case of impairments of performance**

### **5.1 Warranty**

If the service has not been rendered or only been rendered imperfectly, the customer has a right to claim.

The customer agrees that instead of her/his claim to conversion or price reduction, the tour operator will – within a reasonable period – provide an unobjectionable service or improve the imperfect service.

Remedy can take place by removing the failure or by providing an equal or better replacement service that is subject to the customer's explicit consent.

### **5.2 Compensation**

If the tour operator or his assistants violate the duties of the contractual relationship either intentional or by negligence, the tour operator is obliged to compensate the damage.

To the extent, the tour operator is responsible for other persons than his employees, she will only be liable – except in cases of personal injury – if she does not prove that they have acted in an intentional or grossly negligent way.

Except in case of intention or gross negligence, the tour operator will not be liable for objects that are usually not brought along unless he has taken these objects in custody knowing the circumstances.

The customer is therefore advised not to carry along objects of special value. Moreover, it is recommended to orderly keep the objects that have been brought along.

### **5.3 Notification of failures**

The customer must immediately inform the tour operators representatives of every failure in the performance of the contract that she/he locates during the journey. This implies that the customer has been notified about a representative and that the latter is available on site without considerable efforts. If this notification is omitted, this will not affect the customer's right to claim described under 5.1. This omission can, however, be imputed to her/him as contributory negligence and thus decrease her/his possible claims for damages. In this respect it is, however, necessary that the operator has informed the customer about this duty of notification in writing, either directly or via the agent. Equally, the customer must have been notified at the same time that any omission regarding this notification will not affect her/his right to claim, that it can, however, be imputed as contributory negligence.

If applicable and for lack of a local representative, it is recommended to either inform the respective service provider (e.g. hotel, airline) or the tour operator herself about failures and to request remedy.

## **5.4 Special liability laws**

Regarding flights, the tour operator will – inter alia – be liable under the Warsaw Convention and its additional conventions, in journeys by train and bus under the Railway and Motor Vehicle Liability Law.

## **6. Assertion of possible claims**

In order to simplify the assertion of claims, the customer is advised to obtain a written confirmation regarding the non provision of services or improper performance respectively to secure receipts, evidences and witnesses.

Consumer warranty claims can be asserted within 2 years.

Claims for damages will become time-barred after 3 years.

In the interest of the traveller, it is recommended to immediately assert claims after having returned from the journey directly at the tour operator or via the procuring travel agency as upon an increasing delay, difficulties regarding the evidence have to be anticipated.

## **7. Cancellation of the contract**

### **7.1 Cancellation on the part of the customer before the beginning of the Journey**

#### **a) Cancellation without cancellation fees**

Apart from the legally granted cancellation rights, the customer may – without the operator having claims against her/him - cancel the contract if the following cases occur before the beginning of the service:

If material components of the contract including the travel price are changed to a considerable extent.

The frustration of the conditioned purpose and/or character of the travel event as well as an increase in the agreed travel price by more than 10% effected according to section 8.1 will in each case constitute such contract modification.

The tour operator is obliged to immediately notify the customer the contract modification either directly or via the procuring travel agency and to simultaneously instruct her/him regarding the existing options to either accept the contract modification or to withdraw from the contract; the customer must immediately exercise his option.

If the operator is responsible for the occurrence of the event entitling the customer to the cancellation, the operator is obliged to compensate the customer's damages.

## **b) Claim to replacement services**

If she/he does not make use of the cancellation possibilities according to letter a) and in case of cancellation by the tour operator without the customer's fault, the customer may – instead of the contract rescission – request the contract performance by means of the participation in any other equal journey if the operator is able to provide this service.

Apart from the right to the option, the customer is also entitled to a claim for damages due to non-performance of the contract, unless the cases of 7.2 take effect.

## **c) Cancellation with cancellation fees**

The cancellation fee is a percentage of the travel price and with regard to its amount, depends on the time of the notice of cancellation and the respective type of journey. The travel price or the package price is the overall price of the contractually agreed service.

In all cases not mentioned under letter a), the customer is – against payment of a cancellation fee – entitled to cancel the contract. In case the cancellation fees are not reasonable, they can be abated by court.

Depending on the type of journey, the following cancellation rates result per person:

### 1. Special flights (charter), group IT (group package tours using regular service), coach group excursions (multi-day tours)

until 30 days prior to departure.....	10%
29 to 20 days prior to departure.....	25%
19 to 10 days prior to departure.....	50%
9 to 4 days prior to departure .....	65%
as of 3 days (72 hours) prior to departure .....	85%

of the travel price.

### 2. Individual IT (individual package tours using regular service), train group excursions (except for special trains)

until 30 days prior to departure .....	10%
29 to 20 days prior to departure .....	15%
19 to 10 days prior to departure.....	20%
9 to 4 days prior to departure .....	30%
as of 3 days (72 hours) prior to departure.....	45%

of the travel price.

Special conditions apply for hotel accommodation, holiday apartments, ship travels, one-day bus travels, special trains and scheduled flights at special tariffs. The latter are to be listed in the detailed program.

## **Notice of cancellation**

When cancelling the contract, you have to note the following:

The customer (principal) may inform the travel agency at which the travel has been booked at any time that she/he will cancel the contract. In case of cancellation, it is recommended to do this

- by registered letter or
- personally, with a simultaneous written declaration.

### **d) No show**

No show means if the customer does not appear for the departure, whether she/he does not want to travel or if she/he misses the departure for any negligence for which she/he is responsible or for any coincidence that happens to her/him. If it has been clarified that the customer cannot or does not want to make use of the remaining travel service, she/he must pay according to the type of journey 85% of the package price (e.g. special flights) and respectably 45% of the package price (e.g. individual IT). If the rates mentioned above are not reasonable, they can be abated by court in the special case.

## **7.2 Cancellation by the tour operator prior to departure**

a) The tour operator will be released from the contract if the minimum number of participants specified in the advertisement is not achieved and if the customer has been notified about the cancellation in writing within the following periods or those mentioned in the travel description:

- until 20 days prior to departure in journeys of more than 6 days,
- until 7 days prior to departure in journeys of 2 to 6 days,
- until 48 hours prior to departure in day trips.

If the operator is responsible for the non-achievement of the minimum number of participants to an extent exceeding slight negligence, the customer is entitled to request compensation. This compensation is limited by the amount of the cancellation fee. The assertion of any damage exceeding this amount is, however, not excluded.

b) The cancellation is based on force majeure, i.e. due to exceptional and unforeseeable events that cannot be influenced by the party referring to force majeure and the consequences of which couldn't have been avoided despite applying the necessary care. This does, however, not include overbooking, but it includes governmental orders, strikes, war or situations similar to war, epidemics, natural disasters, etc.

c) In cases of letters a) and b), the customer will be compensated the deposited amount. She/He is entitled to the option according to 7.1.b, 1st paragraph.

### **7.3 Cancellation on the part of the tour operator after the beginning of the journey**

The tour operator is released from the contract performance if within the scope of a group travel, the customer lastingly and despite a warning disturbs the travel performance by grossly improper behaviour.

If it was the customer's fault, the customer is obliged to compensate the tour operator for the damage she/he has incurred.

## **8. Changes in the contract**

### **8.1 Price revisions**

The tour operator reserves the right to increase the travel price confirmed in the booking for reasons not depending on her will if the period between the conclusion of the contract and the departure is longer than two months. Such reasons only include changes in the transportation costs, e.g. the fuel costs, the dues, taxes or fees chargeable for certain services, like landing taxes, embarkation and disembarkation fees in harbours and corresponding fees on airports or the exchange rates to be applied to the particular package.

In case of a price reduction for these reasons, it must be passed on to the traveller.

Within the two-month period, price increases may only be implemented if the reasons for this have been separately negotiated in the booking and stated on the booking note.

During the 20 days prior to the departure date stipulated, the price stated in the contract shall not be increased.

A price revision is only admissible if upon compliance with the agreed requirements, an exact description for the calculation of the new price has been provided, as well. The customer must be immediately notified of the price revision and its reasons. If the price increase is more than 10 per cent, the customer is entitled to withdraw from the contract without cancellation fees. (see section 7.1.a.).

### **8.2 Service modifications after beginning of the travel**

- In changes for which the operator is responsible, the regulations as specified in section 5 (legal bases in case of impairments of performance) will apply.
- If it turns out after the departure that a significant proportion of the contractually agreed services will or cannot be provided, the operator must – without additional remuneration – make suitable alternative arrangements so that the journey can be continued. If it is impossible to make such arrangements or these are not accepted by the consumer for good reasons, the tour operator shall, where appropriate, provide the consumer, at no extra cost, with equivalent transport back to the place of departure, or to another return-point to which the consumer has agreed. Furthermore, in the case of non-performance or improper performance of the

contract the tour operator is obliged, to assist the customer to the best of her abilities in the solution of problems.

## **9. Provision of information to third parties**

Even in urgent cases, information regarding the names of the travellers and their whereabouts will not be provided to third parties unless the traveller has explicitly requested an information provision. The costs caused by the transmission of urgent messages are for the customer's account. Thus, the travellers are advised to notify their relatives the exact holiday address.

## **10. General**

Sections 7.1. letter c, formerly letter b (cancellation), 7.1. letter d, formerly letter c (no-show) as well as 8.1. (price revision) listed under section B are non-binding association recommendations under 1 Kt 718/91-3 and as such are now registered under 25 Kt 793/96-3 in the Register of Cartels.

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