### 1) Conclusion of the Contract:

- 1.1. By booking one of our packages the Salzkammergut Touristik GmbH offers the customer the completion of a travel contract. Application is in writing. The booking is mandatory by the applicant for all referred to participants
- 1.2. The contract is reached with the acceptance by Salzkammergut Touristik GmbH by sending a booking confirmation. Amendments and subsidiary agreements require written confirmation from the Salzkammergut Touristik GmbH.

### 2) Payment

The tour is guaranteed by a deposit of 20% of the price.

The final payment must be made into our account in sufficient time to ensure that the money is accounted for 4 weeks prior to date of arrival.

Our bank account: Sparkasse Salzkammergut AG, 4820 Bad Ischl, Sparksasenplatz 1

IBAN: AT89 20 314 000 000 1772 3, BIC code: SKBIAT21 XXX, from abroad: SWIFT: GIBAATWW.

The bank transfers are to be submitted free of all charges for the beneficiaries.

### 3) Cancellation by the customer / Rebooking

3.1. Before travel, the customer can always cancel the contract in writing. In case of cancellation or no-show of the tour we are entitled to charge the following cancellation charges:

up to 28 days prior to departure: 20% from 27 to 14 days before departure: 30% from 13 to 6 days prior to departure: 60% from 5 days to arrival: 80% of the price

3.2. Each registered participant may be replaced by a third party but we must be informed three days before departure. The Salzkammergut Touristik GmbH may object to the alteration because of important reasons. The above cancellation fees then apply. Should a substitute take the place of a registered person, the original contract is not affected.

€ 10, - per person will be charged for rebooking costs

3.3. When rebooking (change in travel dates, duration, destination, etc.) we charge an administration fee of € 10, -.

#### 4) Services

For the volume of the contractual services the descriptions of the services from the Salzkammergut Touristik GmbH which are offered for the travel period are to be considered but not any other different statement or promises from mediating travel agencies, tourist and hotel brochures or other third parties.

For questions about services you can reach us every day (including Sundays and Bank Holidays) from 9am - 6pm.

## 5) Liability and Limitation of Liability

- 5.1. Salzkammergut Touristik GmbH is liable under the duty of care of a notable merchandiser for the conscientious preparation of the tour, careful selection and monitoring of the service providers, as well as the accuracy of the valid travel description for the period of the tour at the time of disclosure to the customer.
- 5.2. The participation on the tour is at your own risk. Minors must be accompanied by a parent or guardian on the tour.
- 5.3. Each participant is responsible for ensuring that his or her health meets the demands of the tour. Compliance with road traffic regulations is also the responsibility of the participant.
- 5.4. For all travel transportation (bus, coach, boat, train, etc.) the transport conditions apply of the respective transport operators.
- 5.5. Salzkammergut Touristik GmbH cannot be held responsible should for unseen reasons that Salzkammergut Touristik GmbH cannot influence, (reconstruction, renovation, etc.), a proposed service does not take place
- 5.6. Should any damage occur, which has been caused solely by a service provider selected by us or which was caused by us intentionally or through gross negligence, our liability is limited to twice the price of the tour on whatever legal grounds.
- 5.7. If damage occurs by the loss or damage to your luggage, we are only liable if it was caused by us and if it is immediately notified in writing to us, maximum claim is limited to  $\in 100$ , per bag per person.
- 5.8. Should a tour be cancelled for reasons we cannot influence (strike, natural disaster, etc.) we reserve the right to cancel the tour. In this case you will be informed immediately and any payments already received shall be returned immediately. Further claims are excluded.

# 6) Warranty

# 6.1. Remedial Action.

If the tour is not provided as written in the contract, the customer can demand remedial action. Contractual compliance is determined on the one hand, by the descriptions of services, on the other hand, by the local standard of the country of destination. Salzkammergut Touristik GmbH may deny remedial action if a disproportionally high expenditure is necessary, but is authorized to provide relief in the form of equal or higher quality replacements.

Such a substitute service may be refused by the customer only in an important, objectively apparent reason. The remedial request is to be made to us directly or to your local contact person which is designated by us. The tour guide is not entitled to recognize a claim.

### 6.2. Reduction of the Price

For the duration of non contractual services of the tour up to the remedial action taken by Salzkammergut Touristik GmbH the customer may apply for a corresponding reduction of the price after returning from the tour. The reduction does not apply if by the fault of the traveller the lack of service as in paragraph 6.1 is not reported to a mentioned contact as to enable them to solve the problem.

### 7) Responsibilities

- 7.1. If the passenger doesn't receive his travel documents in time for the tour, he must notify Salzkammergut Touristik GmbH immediately.
- 7.2. The traveller is required in case of any possible disruptions to services to do everything within reasonable assistance in remedying the problem and by that to keep any resulting damage low or to avoid damage. The customer is especially obliged to immediately inform the relevant contacts as in paragraph 6.1 about his complaints. They are authorized to assist in remedial action, if possible. Should the customer not indicate the defects, then a claim for reduction cannot be made.

#### 8) Other

- 8.1. The customer is responsible for compliance with all passport, visa, customs and health regulations.
- 8.2. The invalidity of parts of the contract does not invalidate the entire contract

## 9) Jurisdiction / Applicable Law

- 9.1. The contract is subject to Austrian law. Jurisdiction is in Bad Ischl.
- 9.2. For legal action of the tour operator against the client the domicile of the client is deciding except if the legal action is directed against general merchants or persons, who do not have a jurisdiction in Austria. In this case the seat of the tour operator is deciding.

### Organizer:

Salzkammergut Touristik GmbH Goetzstrasse 12, A-4820 Bad Ischl Tel: 43 (0) 6132 24000-0, Fax: 43 (0) 6132 24000-44 office@salzkammergut.co.at

Commercial Register: FN 358406v,

Tax No. ATU 662 17319

Organizer number: GISA-Zahl: 160 66595

Package travel contracts are made safe – directive (EU) 2015/2302 as transposed into national law

Bankguarante: 317 420, Sparkassen Salzkammergut AG, 4820 Bad Ischl, Sparkassenplatz 1 Liquidator: Europäische Reiseversicherung AG, Kratochwijle 4, 1220 Wien, Tel. 01 317 2500 257

Fax: 01 319 9367 900, Mail, info@europaeische.at

With the booking documents you get the "Sicherungsschein" which you have to use in case of insolvency.