

General Terms and Conditions of the Radler-Rast Touristik GmbH as a Travel Retailer

1. Scope

1.1. The Radler-Rast Touristik GmbH, as a travel retailer, arranges travel contracts for individual travel services (such as flights, hotels, etc.), vacation packages (as defined in Section 2 (2) of the Package Travel Act, (PRG) and related travel services (as defined in Section 2 (5) PRG) between tour organisers or service providers on the one hand and the traveler on the other hand.

The travel retailer performs its services in accordance with the statutory provisions, in particular the Package Travel Act (PRG), and the Package Travel Ordinance (PRV) with the care of a prudent entrepreneur.

1.2. The general terms and conditions are deemed to have been agreed if they have been transmitted - before the travelers are bound to a contract by a contract - or the travelers have been able to view their content - before they are bound to a contract by a contract - on a Radler-Rast Touristik GmbH website and are the basis of the agency agreement concluded between the travel agent and the travelers.

1.3. The present general terms and conditions apply to the agency contract. The respective general terms and conditions apply to contractual relationships between the travelers and the mediated tour operator, the mediated transport companies (e.g. train, bus, plane and ship) and other mediated service providers.

2. Tasks of the travel retailer

2.1. The travel retailer creates, based on their information, non-binding travel suggestions based on this information. If this is not possible, the travel agent will kindly inform the travelers of this fact.

The travel suggestions will be based on the information provided by the travelers. When creating travel proposals or selecting tour organisers or service providers, the amount of the price, specialist skills of the tour operator or service provider, discounts, the best price principle, and more are used as parameters.

2.2 If the travelers have a specific interest in one of the travel suggestions submitted to them by the travel agent, the travel retailer will create a corresponding travel offer based on the travel suggestion. This travel offer fulfills the requirements of § 4 PRG.

The travel offer created by the travel retailer binds the tour organiser or, in the case of connected travel services or individual travel services, the service provider.

2.3. The travel retailer advises and informs travelers according to their needs. The travel retailer will describe to the best of his knowledge the package tour of the tour organiser to be arranged for the travelers according to their information or, in the case of connected travel services or individual travel services, the service provider 's service, taking into account the customary national conditions of the respective country of destination as well as taking into account any special features associated with the trip (e.g. Expedition trips).

There is no obligation to provide information about generally known circumstances (e.g. topography, climate, flora and fauna of the destination desired by the traveler), unless, depending on the type of trip, there are no circumstances that need to be clarified or unless information about circumstances is required for the provision and the performance of the service to be mediated.

Basically, it must be taken into account that travelers consciously choose a different environment, and the standard, the equipment, the food (especially spices) and hygiene are based on the standards / criteria customary for the destination.

2.4. The travel agent informs travelers before they are bound by a contractual declaration to a package travel contract, among other things, about the following:

2.4.1. The existence of a package tour using a standard information sheet in accordance with Section 4 (1) PRG.

2.4.2. The pre-contractual information provided in § 4 Para 1 PRG, provided that this is relevant for the provided package tour.

2.4.3. Whether the package tour to be arranged for the traveler is generally suitable for people with reduced mobility (Section 4 (1) (1) h PRG), provided that this information is relevant for the package tour in question.

A person with reduced mobility is analogous to Art 2 lit a VO 1107/2006 (rights of disabled air travelers and air travelers with reduced mobility) a person with a physical disability (sensory or motor, permanent or temporary) that is narrowing down the utilization of components of the package tour (e.g. use of a means of transport, accommodation) and requires adaptation of the services to be arranged to the special needs of this person.

2.4.4. General passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas and for handling health-related formalities (Section 4 (1) 6 of the PRG), provided this information is relevant to the package tour in question. In addition, general information on passport and visa requirements and health-related formalities for travelers with Austrian citizenship can be obtained by selecting the relevant or desired country of destination at <https://www.bmeia.gv.at/reise-aufenthalt/reiseinformation/laender/> - resp EU citizens from their respective representative authorities.

As is known, it is assumed that a valid passport is usually required for trips abroad. Travelers are responsible for complying with the health formalities communicated to them.

Travelers are also responsible for obtaining a necessary visa, unless the travel agent has agreed to provide one.

2.5. The travel agent informs the travelers before they are bound by a contract, in accordance with § 15 Para. 1 PRG for connected travel services, that the travelers cannot exercise any rights that apply exclusively to package tours and that each service provider only for the contractual provision of his Service is liable as well as that the travelers benefit from the bankruptcy protection according to the package travel regulation.

The travel retailer complies with this information obligation in accordance with Section 15 (2) PRG if he provides the corresponding standard information sheet in accordance with Annex II, provided that the type of connected travel services is covered in one of these standard information sheets.

2.6. Special requests of travelers in the sense of customer requests (e.g. sea view) are generally non-binding and do not trigger a legal claim, as long as these requests have not been confirmed in accordance with the requirements of the travelers by the tour organiser for package tours as defined by the traveler in accordance with Section 6 Paragraph 2 Z1 PRG or for associated travel services or individual travel services by the service provider. If confirmation is given, there is a binding promise of performance.

The declarations by the travel retailer represent a commitment to use, to forward the wishes of the travelers to the tour organiser and service provider and are not a legally binding promise as long as they have not been confirmed by the tour organiser or, in the case of linked travel services or individual travel services, by the service provider.

3. Travelers' duty to provide information and to cooperate

3.1. The traveler must provide the travel agent with all relevant and personal information that they have in good time, completely and truthfully.

The travelers have to inform the travel retailer about all circumstances of themselves and of fellow travelers (e.g. food intolerance, no travel experience) which are relevant for the preparation of travel proposals / travel offers or for the execution or implementation of a trip with the services to be mediated.

Therefore, before they are bound by a contract travelers have to indicate on their own initiative on their own special needs or those of their fellow travelers, in particular on restricted mobility or their state of health and other restrictions that may be suitable to have an impact on the preparation of travel proposals / travel offers or on the execution or implementation of a trip and travel services.

3.2. Travelers who have the travel retailer make a booking for themselves or for a third party are therefore considered to be the client and, analogously to § 7 (2) PRG, accept the obligations arising from the agency contract towards the travel retailer (e.g. payment of fees, etc.), unless otherwise stated.

3.3. Travelers are obliged to check all contractual documents (e.g. package tour contract, booking confirmation, vouchers) that were transmitted through the offices of the travel retailer to ensure that they are correct and to inform the travel agent immediately of any deviations (e.g. typing errors in names and date of birth) so that they can be corrected.

3.4. Passengers with reduced mobility (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) and their fellow travelers, pregnant travelers, unaccompanied underage travelers and travelers who require special medical care, must inform the tour operator and the travel retailer at least 48 hours before the start of the trip about their special needs (Section 11 (8) PRG), so that the tour organiser's limited obligation to bear the costs for the necessary accommodation in the event of a return transport that is not possible due to unavoidable and exceptional circumstances is not applied.

3.5. Pursuant to Section 11 (2) of the PRG, travelers must report any breach of contract of the agreed travel services that they perceive, taking into account the respective circumstances, so that the tour organiser can be put in a position to quickly remedy the lack of contract on site - if possible - taking into account, if at all necessary, the associated effort for e.g. cleaning replacement rooms or finding a replacement hotel.

In the event of failure to report a breach of contract, this can be credited to the travelers as contributory negligence in accordance with Section 12 (2) PRG (Section 1304 ABGB).

However, a report of a breach of contract does not effectuate a promise of performance by the travel retailer or the travel organiser.

3.6. The travelers are obliged to pay the fees agreed within the framework of the contract made in accordance with the payment terms specified there. The travelers indemnify the travel retailer for the damage incurred by the travel retailer in the event of non-payment (e.g. advance payments by the travel retailer).

3.7. In the event of the assertion and receipt of payments from claims for damages or price reductions within the meaning of Section 12 (5) PRG (e.g. compensation

payment according to Art. 7 Passenger Rights Regulation), travelers have to inform the travel retailer or the travel organiser of this fact.

4. Package travel contract

4.1. The travel retailer or the travel organiser provides the travelers following the conclusion of a package travel contract or immediately thereafter with a copy of the contract document or a confirmation of the contract on a durable medium (e.g. paper, email).

If the package travel contract is concluded in the presence of the contracting parties, the travelers are entitled to a paper version. In the case of contracts concluded outside of business premises within the meaning of Section 3 (1) FAGG, the travelers can, if they agree, be provided with the copy or confirmation of the package travel contract on another durable medium (e.g. email).

4.2. The travel agent provides the traveler with the necessary booking vouchers, vouchers, transport cards, tickets and information about the planned departure times and, if applicable, the deadlines for check-in as well as scheduled intermediate stops, connecting connections and arrival times in good time before the package tour begins.

5. Changes before the start of the trip

5.1. The travel retailer has to notify the travelers at the last address they provided understandably and clearly on a permanent data medium (e.g. email) about minor changes in the content of the package travel contract, which the travel organiser has reserved in the package travel contract and which he has unilaterally in accordance with § 9 paragraph 1 PRG undertaken.

Insignificant changes are - and this must be checked in each individual case - minor, factually justified changes that do not significantly change the character and / or the duration of the booked trip.

5.2. If the travel organiser is forced to make substantial changes to the essential characteristics of the travel service in accordance with Section 9 (2) PRG (see Section 4 (1) 1 PRG) and the travel organiser cannot fulfill the requirements of the

customers that have been expressly confirmed by him or he would like to increase by more than 8% the total price of the package tour according to the provisions of § 8 PRG, then the travelers can

- agree to the proposed changes within a reasonable period of time set by the travel organiser, or
- agree to take part in a replacement trip, provided that it is offered by the travel organiser, or
- withdraw from the contract without payment of compensation.

The travel retailer therefore informs the travelers in the cases mentioned above about the following points at the address they last provided, clearly and understandably on a durable medium:

- the changes in travel services and, if applicable, their effects on the price of the package tour
- the reasonable period within which the travelers must inform the tour organiser of their decision, and the legal effect of not submitting a statement within the reasonable period,
- if applicable, the package tour offered as a replacement and its price.

Travelers are advised to use the written form when making their declaration.

If the travelers do not provide a declaration within the period, this is considered approval of the changes.

6. Liability

6.1. The travel retailer is liable within the framework of § 17 PRG for booking errors (e.g. typing errors), unless these are due to an erroneous or incorrect or incomplete statement by the traveler or to unavoidable and extraordinary circumstances within the meaning of § 2 paragraph 12 PRG.

6.2. The travel retailer is not liable for damage to property and pecuniary damage to travelers in connection with the booking, provided that they are due to unavoidable and exceptional circumstances within the meaning of Section 2 (12) PRG.

6.3. The travel retailer is not liable for the provision of the service brokered by her or for the provision of a service that has not been brokered by her or has not been promised to convey to the traveler or for additional services booked by travelers after the start of the trip on site.

If the travel retailer does not comply with information or insolvency protection obligations within the meaning of section 15 (2) PRG when arranging related travel services, he is liable according to the sections 7 and 10 and section 4 of the PRG, which are otherwise only applicable to package tours.

6.4. If the travel retailer arranges a package tour for a tour organiser based outside the EEA, he has to provide evidence that the tour organiser fulfills the obligations specified in section 4 of the PRG (provision of the agreed services, guarantee, compensation, duty to assist), otherwise its obligations apply after Section 4 also for the travel retailer.

7. Remuneration of the travel agent

The travel retailer is entitled to a reasonable fee for his work.

7.1. If the travel retailer creates a travel offer that corresponds to the information provided by the travelers, but if no booking is subsequently made, the travelers owe a fee that corresponds to the scope and effort involved in creating the travel offer.

This fee (consultation fee) depends on the amount of time and effort invested in the preparation of the offer. However, at least 59 euros per travel offer and per prospective customer is demanded.

7.2. If the travel retailer makes a booking for services (e.g. package tour, flight or hotel) with the respective travel organiser or service provider, the travelers owe the travel retailer a fee corresponding to the scope and effort of the booking (booking fee) per booking and per traveler.

This fee (booking fee) depends on the amount of time and effort invested in the booking for services. However, at least 39 euros per booking and per traveler is demanded.

7.3. If the travelers want to transfer the package travel contract within the meaning of Section 7 PRG to another person, the travel retailer is entitled to the actual, reasonable costs of the transfer, but in any case a processing fee of 49 euros per traveler.

8. Delivery - electronic correspondence

8.1. The last address given to the travel retailer (e.g. email address) is considered the delivery / contact address of the travelers. Changes must be announced by the travelers immediately.

The travelers are asked to use the written form thereby.