

## **I. Conclusion of Travel Contract**

1. With booking a journey the customer offers EUROFUN TOURISTIK GMBH the conclusion of a binding travel contract. The registration is made written and on the registration form. Any other mode of written registration is also binding. The registration is made by the customer expressly on behalf of all the other named participants. The customer accepts the binding conditions of travel valid at the time - also in the name and on behalf of the named participants.
2. The agreement is reached when EUROBIKE or one of its partner offices accepts the booking and returns a booking confirmation.
3. Collateral agreements and changes of the signed travel contract need to be re-confirmed by us in written form.

## **II. Payment**

Upon receipt of the booking confirmation a deposit of 20%, maximum € 100 per person is due. The rest of payment is due two weeks before start of the tour at the latest. The dispatch of the travel documentation occurs delivery versus payment. Bank accounts in Austria, Germany, Switzerland and Italy are available. Please note that any bank charges are to be borne by the customer.

Bank accounts:

Austria:

Volksbank Obertrum, IBAN: AT35 4448 0000 1001 2443, BIC: VOBOAT21XXX

Sparkasse Ried, IBAN: AT75 2033 3000 0000 0711, BIC: SPRHAT21XXX

Oberbank Schärding, IBAN: AT47 1508 1008 5103 0106, BIC: OBKLAT2L

Germany:

Oberbank, IBAN: DE10 7012 0700 1001 2730 83, BIC: OBKLDEMX

Italy:

Südtiroler Sparkasse Cassa di Risparmio di Bolzano, IBAN: IT98 H060 4511 6880 0007 8201 645, BIC: CRBZIT2B

## **III. Cancellation by customer/substitute participant/changes in booking**

1. The customer has the right to cancel his booking any time before start of the tour. The cancellation has to be declared in written form. Following cancellation fees are due in case of cancellation or non appearance:

Until 28 days before arrival      20%, min. € 50

27 – 14 days before arrival      30%

13 – 8 day before arrival      50%

7 – 4 days before arrival      70%

3 days before arrival or no show 90%

We strongly recommend to take out a travel insurance, covering at least the cancellation fees.

2. Each registered tour participant is entitled to name a substitute. We need to be informed latest three days before start of tour. EUROFUN has the right to decline the substitute for important reasons. In this case the a.m. cancellation fees apply. If a third party substitutes the registered participant, the original contract is not affected. We are authorised to charge € 50 administration fee for each amendment.

3. Any changes regarding to the number of participants, number or type of rooms, hotel category or catering are basically acceptable up to 14 days before start of the tour - if this is possible in the hotels and the capacity is available. An administration fee of € 50 for each amendment (not for each person!) is due.

### **Cancellation terms for bike & boat trips:**

Until 84 days before arrival	10%
83 – 42 days before arrival	30%
41 – 28 days before arrival	60%
27 – 4 days before arrival	80%
3 days before arrival or no show	90%

### **IV. Services**

1. The scope of services for each tour is detailed and binding in the valid EUROBIKE catalogue. No mediating partner or travel agencies is authorised to pledge any changes of the scope of services. Hotel- or regional brochures are not relevant. Towns indicated at each daily stage in the tour description are usually and principally the destinations of the stage. If for some reason we have to switch into the near surroundings these changes apply automatically without any further consent of your side or any price reductions or compensations. Possible deviations from the catalogue described course is possible because of organisational reasons, but do not affect the content or the description of the journey.
2. The basic tour price is calculated per person in double room. A single room can be booked - if available - against surcharge. In some hotels, however, the number of available single rooms is limited, so that you might have to put up with simpler accommodation or be accommodated in another hotel or private guest house. If exceptionally no single room is available, you will have to share a double room with one of the other participants. In such case the single room surcharge will be refunded proportionally.
3. For families we can offer for accompanying children in a room with two full-rate-guest the following reduction on basic price and extra nights: 00 - 05,99 years 100% (eventual costs for a crib and catering are payable on spot) / 06 - 11,99 years 50% / 12 - 14,99 years 25% / from 15 years 10%.

### **V. Liability and restriction of liability**

1. EUROFUN TOURISTIK GMBH is liable to exercise the diligence of an ordinary trader for the conscientious preparation of the tour, the careful choice and assessment of partners. Further EUROFUN TOURISTIK GMBH is liable for the correct scope of services indicated in the actual catalogue at the time of the tour, valid at the time of printing of the catalogue.
  2. Participation in a bicycle tour is at the customer's own risk. Minors can participate in a trip only in the company of a legal guardian.
  3. Participants are responsible for their personal health to be up to the demands of the journeys.
  4. Participants are also responsible for compliance with traffic regulations.
  5. The terms of transport of the respective haulier (bus, boat, plane, etc.) are valid for all transports.
  6. EUROFUN TOURISTIK GMBH can not be held liable for cancellation of any sightseeing tour as per program for any reasons beyond their influence (rebuilding, renovation etc.).
  7. Should any damage occur caused, neither wilfully nor gross negligently by one of our service carriers or ourselves, our liability - out of whichever legal argument – is limited to the triple amount of the tour price.
  8. EUROFUN TOURISTIK GMBH is liable for any damage or loss of luggage if the damage or loss was caused by us and was reported to us immediately after occurrence; however, compensation is limited to € 200 per person. We recommend taking out a Luggage-Travel-Insurance or a Travel-Safety-Package to cover the risks. The restrictions of liability include all tours for which EUROFUN TOURISTIK GMBH is acting as travel agent.
- Liability is excluded for: any objects usually not transported in luggage. any means of payment, optical damage of handles and rollers and any damage for luggage exceeding a weight of 20 kg. Transportation of customer bicycles basically is possible during transfers as well as during the tour. The customer accepts full risk. The bicycle trailers are customised to fit the bicycles of the tour operator. Any other bicycles might be subject to small damages (e.g. lacquer). EUROFUN TOURISTIK

GMBH can not be held liable for any damage during the tour. This limitation of liability also applies for partner tours and services of third parties.

9. Should a tour be cancelled for reasons beyond our influence (strike, natural disaster and the like) or should less than 8 persons participate in a tour (15 persons for boat tours) – unless a different minimum number of participants is indicated in the corresponding tour description - we reserve the right to cancel the tour up to 25 days in advance of the start of tour. In this case you will be informed immediately and any payment made to us will be refunded. No other claims or compensations can be accepted.

## **VI. Warranty**

### **1. Legal redress**

If services provided are not in compliance with the contract, legal redress can be sought. Contractual compliance is determined on one hand by the service description and on the other hand by the local standard of destination. EUROBIKE - EUROFUN TOURISTIK GMBH can refuse the redress, if an extraordinary effort is required. However redress can be provided in form of substitute services of equal or higher value. The customer can refuse acceptance of such substitute service only on the grounds of important, objective determinable reasons. The redress claim has to be directed to us or to the travel guide. The travel guide is not authorised to acknowledge any claims.

### **2. Reduction of the tour price**

After his return the customer can claim a reduction of the tour price for the duration of non compliance of services as determined under VI.1. No reduction applies if and to the extent that the customer determinedly refrains from claiming redress as per VI.1. in time to allow substitute services

3. Any claims have to be asserted latest within one month after contractually determined termination of the tour.

## **VII. Cooperation obligation**

1. If travel documentation is not provided in time, the customer is obliged to inform EUROBIKE - EUROFUN TOURISTIK GMBH immediately.

2. In case of problems interfering with the regular execution of services the customer is obliged to contribute to a reasonable extent to terminate the problems and to avoid or to limit any possible damage. The customer is especially obliged to immediately inform the relevant persons as per VI.1. of any complaints. They are authorised to provide legal redress, as far as possible. If the customer refrains intentionally to indicate the shortcomings, a claim for reduction cannot be made.

## **VIII. Miscellaneous**

1. The customer is responsible to comply with all passport, visa, custom, and health regulations.

2. All rights reserved to change prices and services, as well as to correct mistakes and printing errors.

3. If a single regulation of the travel agreement is inoperative, this does not result in inoperativeness of the whole agreement.

## **IX. Legal domicile / applicable law**

1. The Conditions of Travel are subject to Austrian law.

2. The customer can sue EUROBIKE - EUROFUN TOURISTIK only at its headquarters.

3. The customer's place of residence is decisive for the tour operator's suits against the customer, unless the suit is directed against entrepreneurs or persons that do not have a general legal domicile in Austria. In this case the tour operator's place of headquarters is decisive.

## **Operator**

For all tours marked as Original Tour the tour operators are member of the EUROFUN TOURISTIK GMBH group (Eurobike, Eurotrek, Rückenwind, KVS). EUROBIKE – EUROFUN TOURISTIK GMBH further acts as travel agent for all other tours.

### **Your money is safe with us!**

The EUROFUN TOURISTIK GmbH is recorded in the Tour Operator Register of the Ministry of Economic Affairs with the registration number 1999/0035.

All tour packages booked with EUROFUN TOURISTIK GMBH are covered by bank guarantee with Volksbank Braunau, A-5280 Braunau. This bank guarantee protects any payments of customers made for tour packages in case of insolvency to the extent of not consumed services and additional cost for returning home.

The quarterly protection sums correspond with the legal requirements. The amount of the protection results from the travel agency decree BGBl. 881/94 Nr. 274 of 15.11.1994 and Nr. 170, BGBl. Nr. 52 of 12.04.1996. In case of insolvency direct refund applications to EUROPÄISCHE REISEVESICHERUNG AG, Augasse 5-7, A-1090 Wien, Tel. 0043-1/317 25 00, Fax: 0043-1/317 25 00 199.

In case of insolvency any applications for refund have to be delivered by registered letter within 8 weeks from the onset of the claim. An appropriate protection certificate is included in the booking confirmation.

**We reserve the right to make changes in offers as well as due to errors, misprints and incorrect calculations.**