



## TRAVEL CONDITIONS (GTC)

### 1. CONTRACTUAL TERMS

**1.1** Eurofun Touristik GmbH (referred to hereinafter as 'Eurofun') operates under its brands Eurobike and Eurohike in the active travel market.

**1.2** Eurofun may act as both tour operator and travel agent for the trips offered. If it acts as an agent, the travel contract is concluded with the local tour operator; in this case, the travel conditions may differ from those of Eurofun. The traveler is provided with all the necessary information in this context, tailored to the specific trip, prior to the conclusion of the contract.

**1.3** The following travel conditions form part of the travel contract concluded between the traveler and Eurofun together with the applicable legal provisions.

**1.4** All prices are quoted in euros (EUR).

**1.5** The place of performance is the registered office of Eurofun.

**1.6** The invalidity of any individual provision of these travel conditions or of the travel contract shall not render the entire contract invalid. The wholly or partially invalid provision shall be replaced by a valid provision that most closely approximates the economic and legal intent of the invalid provision.

### 2. BOOKING / CONCLUSION OF THE TRAVEL CONTRACT

**2.1** Upon registration, the traveler will make Eurofun a binding offer to conclude a travel contract. Registration may take place verbally, by telephone, using a booking form (online or in printed form), by mail, by email, or by any other written means, and is binding on all named travelers. These travel conditions are hereby accepted as binding, including on behalf of all named travelers.

**2.2** The contract is concluded upon acceptance by Eurofun, or by the respective tour operator if Eurofun is acting as agent, by sending the booking confirmation/invoice (which constitutes the packaged tour contract).

**2.3** Any additional agreements or amendments to the concluded package tour contract must be confirmed in writing by Eurofun. Customer requests are generally non-binding. Eurofun will forward these requests; however, this does not constitute a guarantee, as their implementation is partly the responsibility of the respective service provider (e.g., room allocation). Only confirmed customer requests are considered as customer specifications within the meaning of the Package Travel Act.

### 3. PAYMENT

A deposit of 20% per person is due upon receipt of the booking confirmation / invoice, but no earlier than eleven months before the agreed end of the trip. The balance is due no earlier than 20

days before the start of the trip; the travel documents will be sent as soon as the balance is received, but no earlier than 20 days before the start of the trip. The full price is payable immediately for bookings made within 20 days before the start of the trip. The booking confirmation / invoice lists the relevant bank accounts as well as details for credit card payments. It must be ensured that the full invoice amount is credited when paying by bank transfer. Any transaction fees, particularly for transfers in foreign currencies, shall be covered by the traveler.

### 4. CANCELLATION BY THE TRAVELER / SUBSTITUTE TRAVELER / REBOOKING

**4.1** The traveler may cancel the contract at any time prior to the commencement of the journey; however, it is recommended that the cancellation be made in writing so that evidence may be provided. In the event of cancellation or a no-show, the following cancellation fees (compensation for the tour operator) will be charged:

**4.1.1** Cancellation fees (= compensation) for cycling, hiking, and family trips:

Up to 28 days prior to the commencement of the journey: 20% of the travel price (= invoice amount), with a minimum of EUR 50  
From 27 to 14 days prior to the commencement of the journey: 30% of the travel price

From 13 to 8 days prior to the commencement of the journey: 50% of the travel price

From 7 to 4 days prior to the commencement of the journey: 70% of the travel price

From 3 days prior to the commencement of the journey and in the event of a no-show: 90% of the travel price

If the trip is interrupted, 100% of the travel price

**4.1.2** Different cancellation fees (= compensation) for "Bike & Boat" travel:

Up to 84 days prior to the commencement of the journey: 20% of the travel price (= invoice amount)

From 83 to 42 days prior to the commencement of the journey: 30% of the travel price

From 41 to 28 days prior to the commencement of the journey: 60% of the travel price

From 27 to 4 days prior to the commencement of the journey: 80% of the travel price

From 3 days prior to the commencement of the journey and in the event of a no-show: 90% of the travel price

If the trip is interrupted, 100% of the travel price

Travel cancellation insurance, including curtailment insurance, is recommended to cover any cancellation fees (compensation). See section 11 for details on other recommended insurance policies.

**4.2** Any registered traveler may, no later than seven days before the start of the trip, be replaced by a suitable third party (see § 7 of the Package Travel Act (PRG) or Section 6.1–4 of these travel conditions), thereby transferring the contract to an individual

who meets all the contractual requirements. The original contract will not be affected if a substitute traveler takes the place of the original traveler. The original traveler and the substitute traveler are jointly liable for any outstanding amounts. The cost of rebooking will be covered by charging the actual expenses incurred, with a minimum of EUR 50 per person. Actual expenses may be based, for example, on the time required for additional correspondence with service providers (hotels, transfer companies, etc.) and/or adjustments to the planning and logistics of the trip.

**4.3** Booking changes requested by the traveler, such as hotel category, room category, and board type, can generally be made up to 14 days prior to the commencement of the journey, provided that the hotels are able to accommodate such changes and the necessary capacity is available. The cost of these booking changes will be covered by charging the actual expenses incurred, with a minimum of EUR 50 per person.

**4.4** It is generally possible to amend the number of rooms booked at the traveler's request, subject to availability.

**4.4.1** Increasing the number of rooms: Any extension of an existing booking, including the addition of extra rooms, shall be treated as a rebooking. The cost will be covered by charging the actual expenses incurred, with a minimum of EUR 50 per person.

**4.4.2** Decreasing the number of rooms: A reduction in the number of rooms booked or the number of travelers is considered a partial cancellation of the travel contract and is subject to the cancellation conditions outlined in Section 4.1.

**4.5** Any existing statutory rights to withdraw from the contract free of charge remain unaffected by these provisions. In particular, if unavoidable, extraordinary circumstances arise (see Section 9) at the destination or in its immediate vicinity before the start of the package tour, the traveler may withdraw from the contract without paying a cancellation fee; for example, if there are serious security issues at the destination that are likely to limit the package tour significantly.

## 5. CANCELLATION BY EUROFUN

**5.1** If the traveler fails to pay the deposit and/or the balance within the agreed payment deadlines, and if the full invoice amount has not been received by no later than eight days prior to the commencement of the journey, despite a reminder and the setting of a reasonable deadline—even though Eurofun is willing and able to provide proper contractual services and has fulfilled its statutory information obligations—Eurofun is entitled to withdraw unilaterally from the travel contract and to charge the traveler cancellation fees in accordance with Section 4.1.

**5.2** If Eurofun is prevented from fulfilling the contract due to unavoidable and extraordinary circumstances (see Section 9), and if a notice of withdrawal is received by the traveler without delay, but no later than the start of the package tour, Eurofun may withdraw from the travel contract prior to the commencement of the journey in exchange for a full refund of all payments already made, but without payment of any additional compensation.

**5.3** If fewer people have registered for the trip than the minimum number specified at the time of booking, and the tour operator's notice of cancellation is sent to the traveler within the 21-day period specified in the contract prior to the commencement of the journey, Eurofun may withdraw from the travel contract in exchange for a full refund of all payments already made, but without paying any additional compensation. For trips with

a minimum number of participants, it is advisable to wait until this deadline has passed before making arrival and departure arrangements.

**5.4** Eurofun may terminate the travel contract without notice if a traveler persistently disrupts the trip or behaves in a manner that is in serious breach of contract such that immediate termination of the contract is justified.

## 6. SERVICES PROVIDED BY THE TOUR OPERATOR

**6.1** The scope of the contractual services is determined by the travel itinerary provided by Eurofun at the time of booking for the respective travel period (season), and not by any conflicting statements or assurances contained in local or hotel brochures or provided by other third parties. Country-specific information, such as hotel star ratings or the type of breakfast, must always be taken into account. The information provided on the booking confirmation / invoice is binding. Services provided by third parties that were neither offered nor agreed upon by Eurofun or by a service provider associated with Eurofun are not binding on Eurofun and are only part of the package travel contract (§ 5 PRG) if they have been expressly confirmed or authorized in writing by Eurofun.

**6.2** The specified stopovers are the most frequently visited stops along the route. Deviations from the itinerary described are possible for organizational reasons (e.g., road closures, business closures), but they will not affect the nature or content of the trip. In individual cases, it may therefore be necessary to switch to a location in the immediate vicinity.

**6.3** The utmost importance is placed on choosing safe routes with little traffic when planning the itinerary. Nevertheless, it may sometimes be impossible to avoid traveling on busier roads entirely. Any sketches of routes provided serve as a general overview but should not be used as a reference for a detailed itinerary. All kilometer figures are approximate and may differ from the actual distance traveled.

**6.4** The accommodation offered is selected with the utmost care from the categories specified in the travel itinerary. While slight variations within a category can never be completely ruled out, they will generally be offset by other characteristics. It should be noted therefore that the actual accommodation may differ from the examples provided.

**6.5** The travel price quoted is a total price in euros (EUR) and, unless otherwise stated, refers to the price per person in the specified room category. The first day of the base package determines the seasonal rate; additional nights will not affect the seasonal period. Surcharges and exceptions are listed in the travel itinerary and are shown on the booking confirmation / invoice. Information about taxes and additional costs not included in the travel price is provided in the respective travel itinerary.

**6.6** The following discounts on the base price are generally offered on our tours for accompanying children, with additional nights as a third person in a double room shared by two full-paying guests: 0 to 5.99 years: 100% (any applicable costs must be paid on arrival; see Section 6.7) / 6 to 11.99 years: 50% / 12 to 14.99 years: 25% / 15 to 17.99 years: 10%.

Children's discounts for the "Bike & Boat" travel option, special family trips, and other trips marked accordingly may differ from this policy and must be clarified individually for each booking.

**6.7** Attention is drawn in the respective travel description to any costs that may be incurred locally (including, but not limited to, accommodation and meals for children, spa or local taxes, or tourism fees, accommodation, meals, and cleaning for dogs), as well as any transport and services fees not included.

**6.8** If it is relevant to the provision of services, the language in which the listed services will be provided will be specified before a binding booking is made.

**6.9** If the traveler does not make use of the available services that are included in the travel price (e.g., boat or train rides, admission fees, etc.), they will not be entitled to any partial refund of the travel price.

## **7. AUTHORITY OF THE TRAVEL AGENT AND SERVICES BOOKED ON SITE**

**7.1** The following applies if a traveler does not book directly with Eurofun: Eurofun does not authorize travel agents to enter into any deviating agreements, provide information, or give assurances that alter the agreed content of the package tour contract, go beyond the services contractually promised by Eurofun, or are at variance with the travel offer. Travel brochures and online advertisements that were not published by Eurofun are not binding on Eurofun or its obligation to provide services, unless they have been expressly agreed between Eurofun and the traveler and included in the travel offer or the scope of Eurofun's contractual obligations.

**7.2** Services booked on site through third-party providers that are different from Eurofun or not attributable to Eurofun are not binding on the latter and are not considered part of its contractual obligations, unless such services have been expressly confirmed or authorized by Eurofun.

## **8. DUTY OF DISCLOSURE AND COOPERATION OF THE TRAVELER**

**8.1** The traveler is generally responsible for complying with all passport, visa, customs, and health regulations. Further information on the relevant regulations for EU citizens will be provided by Eurofun prior to the conclusion of the contract.

**8.2** The traveler must notify Eurofun immediately if they do not receive the necessary travel documents at least eight days before the start of the trip (contact details for the designated representative are provided on the travel confirmation / invoice).

**8.3** The traveler is liable throughout the trip for any damage or loss that they cause to equipment provided by Eurofun.

**8.4** Travelers are strongly advised to voluntarily provide a personal cell phone number ("emergency contact number") so that they can be contacted at short notice—particularly if important coordination is required and in the event of unavoidable and extraordinary circumstances (e.g., natural disasters). The emergency number will only be used for the purpose of fulfilling the contract, for urgent inquiries, and in emergencies; it will be shared with the respective tour operator, if necessary for these purposes, in compliance with the GDPR.

**8.5** In the event of any disruption to services, the traveler is obliged to do everything possible within their means to help resolve the issue and to minimize or prevent any resulting damage. In particular, any complaints must be reported immediately to the parties listed in Section 12.1. These parties will be tasked with resolving the issue wherever possible.

**8.6** If the traveler fails to report a defect (in time) to the parties listed in Section 12.1 to enable them to remedy it, or if the traveler has caused the defect themselves, this may be considered a failure to cooperate—provided that cooperation was possible—as well as contributory negligence, and any resulting claims may be reduced accordingly.

## **9. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES**

Unavoidable and extraordinary circumstances are events or conditions that are outside the control of the party invoking them, whose consequences could not have been avoided even if all reasonable precautions had been taken, e.g., acts of war, serious security threats such as terrorism, outbreaks of serious diseases, epidemics, pandemics, natural disasters, extreme weather conditions that are highly likely—the prognosis must be assessed for each individual case—to be accompanied by the risk of heavy snowfall at high altitudes, avalanches, mudslides, floods, etc., and that significantly compromise the package tour (see § 2(12) PRG).

## **10. PARTICIPATION IN THE TRIP / LIABILITY**

The provisions regarding participation in the trip and liability apply without prejudice to and in accordance with the provisions of § 12 PRG.

**10.1** The traveler must ensure that all requirements for the trip (e.g., full payment of the invoice amount in accordance with the agreed payment terms, independent travel to and from the starting point of the trip, compliance with all health regulations) have been met before the trip begins.

**10.2.** A package tour usually involves a change in the traveler's usual environment. The traveler acknowledges that the trip may expose them to general life risks that are beyond the control of the tour operator. General risks to the traveler's life include, for example (without claiming to be exhaustive), the unavailability of meals due to special dietary requirements or a limited selection of food (e.g., for vegan or vegetarian meals) and/or the occurrence of a risk potentially associated with the trip, such as altitude sickness when traveling to high altitudes, seasickness during boat trips, difficulties with high altitudes and exposed trails, or issues with vertigo or sure-footedness.

**10.3** Minors may only participate in a trip if accompanied by a parent or legal guardian.

**10.4** The traveler is personally responsible for ensuring that their physical fitness will enable them to meet the demands of an active tour (e.g., several hours of physical activity). These trips are not suitable for people with limited mobility.

**10.5** The traveler is responsible for complying with traffic regulations. In particular, the suitability of any equipment brought along for the trips must be assessed independently by the traveler (e.g., personal bicycles used in unpaved areas, lighting, etc.). No responsibility will be assumed for damage caused to personal bicycles due to the nature of the route.

**10.6** In accordance with the duty of care expected of a prudent businessperson, Eurofun is liable for the conscientious preparation of the trip and the careful selection and supervision of service providers. The basis for the booking is the service or travel description provided at the time of booking, or the binding information stated in the booking confirmation / invoice.

**10.7** The terms and conditions of the respective transportation companies apply for all modes of transport (bus, ship, airplane, etc.).

**10.8** If scheduled activities such as tours cannot take place as planned, for reasons beyond Eurofun's control (e.g., construction work, renovations), an alternative, an equivalent substitute, or a rescheduled activity at another location will be offered whenever possible.

**10.9** Eurofun is not liable for any personal injury, property damage, or financial loss suffered by the traveler in connection with booked services, provided that

**10.9.1** such damage is attributable to the traveler;

**10.9.2** the damage is attributable to a third party who is not involved in the provision of the travel services covered by the package tour contract, and the breach of contract was neither foreseeable nor avoidable; or

**10.9.3** the damage is attributable to unavoidable and extraordinary circumstances.

#### **10.10** Baggage Transport Conditions:

The following conditions apply to baggage transport by Eurofun during the trip:

**10.10.1** The maximum weight permitted for each piece of baggage is 20 kg; any exceptions are specified in the specific itinerary for the trip.

**10.10.2** The traveler must ensure that baggage is securely closed and transportable. No liability will be assumed if damage is caused due to inadequate packaging (e.g., open bags, loose items, or items attached to the luggage; unmarked fragile items such as glass bottles that are not securely packed), as such damage is attributable to the traveler pursuant to § 12(3) PRG. The traveler may be refused the right to carry such luggage in these cases.

**10.10.3** The traveler must attach a correctly labeled luggage tag to each item of baggage.

**10.10.4** Animals may not be transported in the baggage compartment. Animals may only be transported with passengers in the presence of their owner.

**10.10.5** Documents, cash, jewelry, electronic devices (e.g., laptops, tablets, cameras), medications, medical supplies, and other valuable, fragile, or irreplaceable items must be carried in the traveler's personal hand baggage. These items are not regarded as ordinary travel baggage, and are not considered as contractually agreed baggage, unless explicitly stated otherwise. No liability will be assumed for loss or damage to checked baggage, unless such loss or damage is attributable to the negligence of Eurofun or its agents. The statutory liability for ordinary baggage remains unaffected (Section 12(3) of the PRG).

**10.10.6** These baggage regulations apply to trips organized by Eurofun as the tour operator. If Eurofun acts as the agent in arranging a trip, the baggage regulations of the respective tour operator apply, as specified in the itinerary or in the tour operator's terms and conditions.

**10.11** Eurofun is only liable for loss or damage to luggage in accordance with statutory provisions and only if such loss or damage was caused by Eurofun. Breaches of the baggage regulations by the traveler may lead to a reduction in compensation if they were the cause of the damage. All damage must be reported to Eurofun as soon as it is discovered (in writing, via email). Late reporting of damage is considered contributory negligence and may also result in a reduction of the claim. The compensation amount is determined by the actual, verifiable damage in accordance with the statutory rules on damages. Applicable international conventions and provisions of EU law remain unaffected.

**10.12** Compensable damage is limited to damage that significantly impairs the functionality or usability of the baggage. No liability will be assumed for normal transport-related wear and tear (e.g., minor scratches, scuffs, dents, and stains), nor for damage to handles, wheels, or similar functional parts, provided such damage was caused by normal wear and tear during transport. Statutory claims remain unaffected.

**10.13** To determine the extent of the damage, it should be documented on site wherever possible (e.g., with photos) and reported in writing immediately. On-site confirmation is recommended. Appropriate documentation must be submitted for review (e.g., photos, repair estimate, proof of purchase for the damaged item); insufficient cooperation may result in a reduction of the claim. Compensation claims are decided exclusively by the tour operator after full review in accordance with the applicable statutory provisions.

**10.14** The transport of bicycles owned by travelers will be possible at the traveler's own risk only, both during travel and transfers. The fixed settings at the bicycle trailers are usually set for the bicycles used by the operator so that even with the greatest care, circumstances may occur (e.g. loosening of the mounting), which can result in minor damage, particularly paint defects. This limitation of liability also applies to third-party carriers.

**10.15** Eurofun is committed to ensuring that secure bicycle storage is available when selecting accommodation. Unfortunately, however, separately lockable bicycle garages cannot always be guaranteed. Both rental bicycles and personal bicycles must always be securely locked when parked. Eurofun cannot be held liable for the theft of the traveler's own bicycles.

## **11. TRAVEL INSURANCE**

Travel cancellation insurance including curtailment insurance, and, if applicable, insurance covering the transport of personal bicycles, is strongly advised to protect travelers against potential risks. Information on additional insurance options, such as coverage for assistance costs during the trip—including repatriation in the event of an accident, illness, or death—can be found at [www.eurobike.at/travel-insurance](http://www.eurobike.at/travel-insurance) or [www.eurohike.at/travel-insurance](http://www.eurohike.at/travel-insurance), depending on the trip.

## **12. GUARANTEE**

**12.1** Remedial action: If the trip is not provided in accordance with the contract, the traveler is obliged to request remedial action while still on the trip. What is considered contractually compliant is determined, on the one hand, by the service description provided with the booking and, on the other hand, by local standards in the destination country (e.g., hotel star ratings). Eurofun may refuse to provide remedial action if it is impossible or would require a disproportionate amount of effort. In this case, Eurofun is entitled to offer an equivalent or higher-value alternative arrangement. The traveler may only refuse such an alternative arrangement for important, objectively justifiable reasons. Requests for remedial action must be addressed directly to Eurofun (contact details for the designated representative are provided on the travel confirmation / invoice) or to the on-site guest representative. However, the guest representative is not authorized to approve claims.

**12.2** Reduction of the travel price: The traveler may, upon returning from the trip, request an appropriate reduction in the travel price for any period during which the trip did not conform to the contract until Eurofun remedied the issue. The right to a price reduction does not apply if the breach of contract is attributable to the traveler.

**12.3** Any claims should be submitted to Eurofun immediately after the end of the trip or upon return.

### 13. JURISDICTION / APPLICABLE LAW

**13.1** The contractual relationship is governed by Austrian law, to the exclusion of any conflict of law or referral rules. However, this does not apply if the application of Austrian law would deprive a consumer of the protection afforded to them by provisions that cannot be derogated from by agreement under the law that would apply in the absence of a choice of Austrian law.

**13.2** The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**13.3** The following applies to merchants and contracting parties acting in a business capacity: Any legal disputes arising from the relationship between the contracting parties shall be brought before the courts having local and subject-matter jurisdiction at the registered office of Eurofun Touristik GmbH, Mühlstraße 20, A-5162 Obertrum.

**13.4** The mandatory rules on jurisdiction set forth in Articles 17–19 of Regulation (EU) No. 1215/2012 (Brussels I Regulation) apply for travelers residing in an EU member state. For consumers residing in a third country outside the European Union, the place of jurisdiction shall be the registered office of Eurofun Touristik GmbH, Mühlstraße 20, A-5162 Obertrum. Mandatory statutory consumer jurisdiction provisions remain unaffected.

**13.5** For actions brought by the tour operator against the traveler, the traveler's place of residence shall be the place of jurisdiction, unless the action is directed against registered merchants or persons who do not have a general place of jurisdiction in a Member State of the European Union. In this case, the place of jurisdiction shall be the tour operator's registered office.

### 14. PROTECTION OF CLIENT FUNDS

**14.1** Payment will be refunded in the event of the insolvency of the tour operator or—in some Member States—the travel agent. If the tour operator or, where applicable, the travel agent becomes insolvent after the start of the package tour, and if transport is included in the package tour, the return transportation of the travelers will be guaranteed.

**14.2** Eurofun has taken out insolvency insurance with Volksbank Oberösterreich AG, Stadtplatz 9, 5280 Braunau, Tel.: +43 (0) 7722 84141-4050, E-Mail: office@vb-ooe.at. The traveler may contact this organization or, if applicable, the designated claims handler, call us Assistance International GmbH, Waschhausgasse 21, 1020 Vienna, 24-hour emergency number: Tel +43 (1) 31670-897, Fax +43 (1) 31670-70897, Email: eurofun@call-us.com, if services are denied due to the insolvency of Eurofun. All claims must be submitted to the liquidator within eight weeks of the onset of insolvency, failing which the right to assert them will be forfeited.

**14.3** Details regarding the authorization of Eurofun Touristik GmbH's to provide travel services can be found on the website <https://www.gisa.gv.at/abfrage> under GISA number 18111262.

### 15. CONSUMER ARBITRATION BOARDS

No internal complaint procedures apply. Eurofun is not obliged to participate in out-of-court dispute resolution proceedings before a state-recognized consumer arbitration board within the meaning of the Alternative Dispute Resolution Act (AStG). If no agreement can be reached in specific disputes between Eurofun and its customers / travelers, the competent alternative dispute resolution body will be identified, and it will be indicated whether Eurofun will participate in any alternative dispute resolution proceedings.

### 16. DATA PROTECTION

Information on the processing of personal data in connection with travel inquiries, bookings, the provision of travel services, and the use of the website can be found in the privacy policy of Eurofun Touristik GmbH, available for Eurobike at [www.eurobike.at/en/dataprotection](http://www.eurobike.at/en/dataprotection) and for Eurohike at [www.eurohike.at/en/dataprotection](http://www.eurohike.at/en/dataprotection).

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## STANDARD INFORMATION FORM FOR PACKAGE TRAVEL CONTRACTS

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company Eurofun Touristik GmbH will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Eurofun Touristik GmbH has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent

### KEY RIGHTS UNDER DIRECTIVE (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Eurofun Touristik GmbH has taken out insolvency protection with Volksbank Oberösterreich AG, Stadtplatz 9, 5280 Braunau, Tel.: +43 (0) 7722 84141-4050, E-Mail: office@vb-ooe.at. Travellers may contact this entity or, where applicable, the competent authority call us Assistance International GmbH, Waschhausgasse 21, 1020 Wien, 24h emergency number: telephone +43 (1) 31670-897, fax +43 (1) 31670-70897, e-Mail: eurofun@call-us.com if services are denied because of Eurofun Touristik GmbH's insolvency

Website where Directive (EU) 2015/2302 as transposed into national law can be found:  
[www.justiz.gv.at/pauschalreisegesetz](http://www.justiz.gv.at/pauschalreisegesetz)