

FUSCHLSEEREGION

salzkammergut

Terms and conditions

Package travel information

effective may 2023

TOUR OPERATORS ARE REQUIRED TO ENSURE THE PAYMENT OF THE CUSTOMER'S TOUR. THE CUSTOMER'S MONEY IS GUARANTEED BY THE BANK RAIFFEISENBANK ST.GILGEN-FUSCHL-STROBL. IN THE EVENT OF INSOLVENCY, THE BANK IS OBLIGED TO GUARANTEE OR TO REFUND CUSTOMERS' PAYMENTS. OUR TOUR OPERATOR NUMBER - 2001/030.

1) Conclusion of the Contract:

1.1. By booking one of our packages the Fuschlsee Tourismus 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. Fuschlsee Tourismus GmbH reaches the contract with the acceptance by sending a booking confirmation. Amendments and subsidiary agreements require written confirmation from the Fuschlsee Tourismus GmbH.

2) Payment:

Payment can be carried out at the earliest 11 months before the agreed end of the journey and is 20% of the holiday price. The rest payment is to be made at the earliest two weeks before the start of the journey - hand in hand with the issue of the travel documents to the traveller. Furthermore, excess or prior effected payments or the rest payment may not be claimed and are not safeguarded. It is necessary to send us the bank confirmation of payment at least 3 days before the arrival of your clients. If for any reason your payment is not received before the arrival of your clients, then the Fuschlsee Tourismus GmbH reserve the right to cancel your booking and no hotel check-in for your clients will be permitted. A cancellation charge may be made to you. The usual bank interest rates will be charged on any delayed payment. You will be also obliged to pay all costs incurred for any reminder and for any further costs due to this delay.

Our bank account: Fuschlsee Tourismus GmbH, IBAN: AT19 3505 6000 0103 1673, Bank: Raiffeisenkasse Fuschl am See, BIC: RVSAAT2S056

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 arrival: 20 %

from 27 to 14 days prior to arrival: 30 %

from 13 to 6 days prior to arrival: 60 %

from 5 days to the arrival day: 85% 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 Fuschlsee Tourismus 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. € 25,- 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 € 50,-.

4) Services

For the volume of the contractual services the descriptions of the services from the Fuschlsee Tourismus 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. As well as opening hours and timetables.

5) Liability and Limitation of Liability

5.1. Fuschlsee Tourismus 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. A parent or guardian must accompany minors 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. Fuschlsee Tourismus GmbH cannot be held responsible should for unseen reasons that Fuschlsee Tourismus 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 €100, - per bag per person.

5.8. If a trip is canceled because the minimum number of participants is not reached or for reasons that we cannot influence (strikes, natural disasters, etc.), we reserve the right to cancel the trip. In this case, you will be informed immediately, and any amounts already paid will be refunded immediately. There are no further claims.



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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. Fuschlsee Tourismus GmbH may deny remedial action if a disproportionately high expenditure is necessary, but is authorized to provide relief in the form of equal or higher quality replacements.

The customer only in an important, objectively apparent reason may refuse such a substitute service. 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 Fuschlsee Tourismus 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 travelers 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 does not receive his travel documents in time for the tour, he must notify Fuschlsee Tourismus GmbH immediately.

7.2. The travelers 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 passports, 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 the Landesgericht Salzburg.

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:

Fuschlsee Tourismus GmbH, Dorfplatz 1, managing Director: Christopher Langegger, A-5330 Fuschl am See;

Tel.: +43 (0) 6226 8384-0, incoming@fuschlseeregion.com

Commercial Register: FN 201175x, Tax No. ATU 50418301

Organizer number: 2001/030 in the organizer list of the Federal Ministry for Economic Affairs, Family and Youth.

According to the travel agencies implementing regulation, (RSV) customer deposits for package tours of the organizer Salzkammergut Touristik GmbH are protected under the following conditions.

The pre-payment is to be no earlier than 11 months before the agreed date of travel and is 20% of the price. The balance is due no earlier than two weeks before departure – step-by-step documents will be handed over to the customer. Any additional or early prepayments or rest payments may not be required and are not secured.

Guarantor or insurer is the Raiffeisenbank St.Gilgen-Fuschl-Strobl (Bank guarantee from 23.11.2018).The registration of all claims is to be made with European Travel Insurance AG, Kratochwjle Str 4 / 12, 1220 Vienna, Tel 01/319 93 67, Fax 01/317 25 00

Loss of eligibility is from 8 weeks after the beginning of insolvency with the liquidator.



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Standard information form for package travel contracts

ANNEX I

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. Fuschlsee Tourismus GmbH will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Fuschlsee Tourismus 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.
- At least one trader is always 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.
- In addition, travellers can withdraw from the contract at any time prior to the start of the package holiday by paying a reasonable and justifiable cancellation 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, 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. Fuschlsee Tourismus GmbH has taken out insolvency protection with Raiffeisenbank St. Gilgen-Fuschl-Strobl (the entity in charge of the insolvency protection, a guarantee fund). Travellers may contact this entity or, where applicable, the competent authority (Raiffeisenbank St. Gilgen-Fuschl-Strobl, Dorfplatz 2, 5330 Fuschl am See, 06226 8239, info@raiffeisenbank-fuschl.at) if services are denied because of Fuschlsee Tourismus GmbH insolvency.

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

