

# General Travel Conditions

As plans can change, we would like to inform you about our general travel conditions in advance. Since the costs for cancellation can be very high, especially in the case of short-term impediments, we recommend taking out travel insurance that includes trip cancellation insurance. Our team will be happy to advise you!

Here are the most important pieces of information at a glance. Following this, you will find the complete General Travel Conditions.

## 1. Direct Booking with Indigourlaub:

The customer will receive a confirmation/invoice including a booking number from Indigourlaub according to his/her written or personal booking. The contract between Indigourlaub and the customer is established as soon as the customer has received this confirmation/invoice. Upon receipt of the invoice, a 20% deposit of the package price must be transferred to the bank account of Indigourlaub (see section 1.1.). For flights, payment of the total amount is due at the time of booking. The remaining payment is due 20 days before the travel date. For short-term bookings (from 14 days before the travel date), the total price is due upon receipt of the invoice. Please note that the premium for travel insurance must also be transferred in full in addition to the deposit. Insurance coverage begins with the payment of the premium. Travel documents will be sent 7 to 10 days before the travel date, provided that the total travel price has been paid.

## 2. Cancellation with Cancellation Fee:

All cancellations must be made in writing via email. The cancellation fees mentioned in section 7.1.c.1 of the ARB (Charter) apply. They are as follows:

Cancellation up to 30 days before departure: 20%

Cancellation from 29 to 20 days before departure: 30%

Cancellation from 19 to 10 days before departure: 50%

Cancellation from 9 to 4 days before departure: 70%

From 3 days (72 hours) to 30 hours before departure: 85% of the travel price

From 30 hours before departure and no-show: 95%

No-show: Occurs if the customer does not show up for departure.

Flight bookings: For flights, the cancellation fee can be up to 100% regardless of the time of cancellation. Any refund will be made according to the conditions of the airline minus a cancellation and processing fee of €50.

### 3. Rebooking:

If, at the request of the traveler, changes regarding the travel date, destination, or transportation are made after booking for a date within the validity period of the travel advertisement (rebooking), Indigourlaub will charge a rebooking fee of €50 per traveler until the 22nd day before departure. Rebooking requests made after this period, if their execution is possible, can only be carried out after withdrawal from the travel contract under the conditions according to section 7.1.c.1 and simultaneous re-registration.

**The General Travel Conditions (ARB 1992) apply, adapted to the amendment to the Consumer Protection Act BGBl. 247/93 and to the Warranty Rights Amendment Act, BGBl. I No. 48/2001, as well as the supplements for Indigourlaub. Furthermore, the Package Travel Act according to Directive (EU) 2015/2302 applies. Information can be found at: [www.justiz.gv.at/pauschalreisegesetz](http://www.justiz.gv.at/pauschalreisegesetz)**

Advised jointly in the Consumer Policy Advisory Board of the Federal Minister for Health, Sports, and Consumer Protection in accordance with § 73 Abs. 1 GewO 1994 and § 8 of the regulation of the Federal Minister for Economic Affairs in the version of 1994 concerning the exercise regulations for the travel agency industry (now § 6, according to BGBl. II No. 401/98). The travel agency can act as an intermediary (Section A) and/or as an organizer (Section B). The intermediary undertakes the obligation to seek the procurement of a claim for services of others (organizers, transport companies, hoteliers, etc.). The organizer is the company that either offers several tourist services at a package price (package tour/travel event) or promises to provide individual tourist services as own services and generally provides its own brochures, announcements, etc. A company acting as a tour operator can also act as an intermediary when foreign services are mediated (e.g., optional excursion at the holiday destination), provided it points out this intermediary function. The following conditions represent the contract text to which travel agencies usually conclude contracts with their customers/travelers (note: in the sense of the KSchG) as intermediaries (Section A) or as organizers (Section B). The special conditions - of the mediated tour operators, - of the mediated transport companies (e.g., train, bus, airplane, and ship) and - of the other mediated service providers take precedence.

## A. THE TRAVEL AGENCY AS AN INTERMEDIARY

The following conditions are the basis of the contract (agency agreement) that customers enter into with an intermediary.

### 1. Booking/Contract Conclusion:

The booking can be made in writing or verbally (by phone). Verbal bookings should be confirmed in writing by the travel agency immediately. Travel agencies should use booking forms that include all essential details of the customer's order, referring to the travel advertisement (catalog, brochure, etc.) on which the booking is based. The intermediary must point out the applicable GENERAL TRAVEL CONDITIONS with respect to its own service and the service it mediates, draw attention to any differing travel conditions and provide them before contract conclusion if they differ. If services of foreign companies (service providers, tour operators) are mediated, foreign law may also apply. The person making a booking for himself/herself or others is considered the client and, unless otherwise stated, assumes the obligations from the booking towards the travel agency (payments, withdrawal from the contract, etc.). At the time of booking, the travel agency may charge a processing fee and a (minimum) deposit. The remaining payment and reimbursement of cash expenses (telephone charges, telex costs, etc.) are due when the travel documents (excluding personal documents) of the respective organizer or service provider are handed over at the travel agency. Travel companies that accept bookings are obliged to send the traveler a confirmation of the travel contract (travel confirmation) at or immediately after contract conclusion.

Please note that in the event of a contract conclusion according to Art. 6 Abs. 1 lit b DSGVO for a trip, personal data concerning you and your fellow travelers will be transmitted to internal and external service providers (booking platforms, organizers, airlines, hotels, review platforms, payment platforms, insurance companies, etc.). We expressly point out that depending on the trip, the tour operator, and the destination countries, personal data may leave the European Economic Area. We also expressly point out that it is not possible for us to obtain the necessary guarantees in the sense of the DSGVO regarding the compliance with legal data protection requirements for all recipients of personal data concerning you and your fellow travelers outside the European Economic Area. By booking, you expressly agree to these conditions. By booking, you confirm that you are authorized to provide us with the necessary consents according to Art. 6 Abs. 1 lit a DSGVO regarding data transmission of personal data concerning you and your fellow travelers to insecure third countries according to Art. 49 Abs. 1 lit.a.

## **2. Information and Other Ancillary Services::**

### **2.1. Information on passport, visa, currency, customs, and health police regulations:**

It is assumed that a valid passport is generally required for trips abroad. The travel agency is to inform the customer about the respective additional foreign passport, visa, and health police entry regulations, and on request about currency and customs regulations, as far as these can be found out in Austria. Otherwise, the customer is responsible for complying with these regulations. If possible, the travel agency will arrange for a required visa for a fee. Upon request, the travel agency will provide information about special regulations for foreigners, stateless persons, and holders of dual citizenship, if possible.

2.2. Information about the travel service: The travel agency is obliged to present the service of the tour operator or service provider to be mediated, taking into account the peculiarities of the respective mediated contract and the conditions of the respective destination country or destination, to the best of its knowledge.

## **3. Legal Position and Liability:**

The liability of the travel agency extends to - the careful selection of the respective organizer or service provider, as well as the careful evaluation of gained experiences; - the faultless provision of services including appropriate information of the customer and the delivery of travel documents; - the demonstrable forwarding of notices, declarations of intent, and payments between customers and mediated company and vice versa (such as changes in the agreed service and price, withdrawal statements, complaints). The travel agency is not liable for the provision of the services it mediates or arranges. The travel company must provide the customer with the company name (product name), address of the tour operator, and possibly an insurer along with the travel confirmation, if this information is not already found in the brochure, catalog, or other detailed advertising materials. If it fails to do so, it is liable to the customer as the organizer or service provider.

#### **4. Service Disturbances:**

If the travel agency violates the obligations arising from the contractual relationship, it is liable to the customer for compensation for the resulting damage, unless it proves that neither intent nor gross negligence is attributable to it. For contract violations due to minor negligence, the travel agency is liable to the customer for compensation for the resulting damage up to the amount of the commission of the mediated business.

### **B. THE TRAVEL AGENCY AS AN ORGANIZER**

The following conditions are the basis of the contract – subsequently called the travel contract –, which the bookers conclude with an organizer either directly or by using an intermediary. In the case of direct conclusion, the organizer is subject to the intermediary's obligations accordingly. The organizer generally acknowledges the applicable GENERAL TRAVEL CONDITIONS, deviations are made apparent in all its detailed advertising materials according to § 6 of the exercise regulations.

#### **1. Booking/Contract Conclusion:**

The travel contract between the booker and the organizer is concluded when there is agreement on the essential components of the contract (price, service, and date). This results in rights and obligations for the customer.

#### **2. Change in the Person of the Travel Participant:**

A change in the person of the traveler is possible if the substitute person fulfills all conditions for participation and can be carried out in two ways.

2.1. Transfer of the claim for travel service: The obligations of the booker from the travel contract remain in force if he/she transfers all or individual claims from this contract to a third party. In this case, the booker bears the resulting additional costs.

2.2. Transfer of the travel event: If the customer is prevented from starting the travel event, he/she can transfer the contractual relationship to another person. The transfer must be communicated to the organizer either directly or via the intermediary within a reasonable period before the departure date. The organizer can announce a specific deadline in advance. The transferor and the acquirer are jointly liable for the unpaid fee, as well as possibly for the additional costs incurred by the transfer.

#### **3. Contract Content, Information, and Other Ancillary Services:**

In addition to the information obligations also incumbent on the intermediary (namely information on passport, visa, currency, customs, and health police entry regulations), the organizer must sufficiently inform about the service it offers. The service descriptions in the catalog or brochure valid at the time of booking, as well as the further information contained therein, are part of the travel contract, unless

different arrangements were made at the time of booking. However, it is recommended to definitely record such agreements in writing.

#### **4. Trips with Special Risks:**

For trips with special risks (e.g., expeditions), the organizer is not liable for consequences arising from the occurrence of risks if this happens outside their duty area. However, the organizer is still obliged to prepare the trip carefully and to carefully select the individuals and companies responsible for providing the various travel services.

#### **5. Legal basis for performance disruptions:**

**5.1. Warranty:** The customer has a warranty claim for services that are not provided or are inadequately provided. The customer agrees that, instead of their right to conversion or price reduction, the organizer shall provide a defect-free service or improve the inadequate service within a reasonable period. Remediation can be done by correcting the defect or providing an equivalent or superior replacement service that also receives the customer's express consent.

#### **5.2. Compensation:**

If the organizer or their agents culpably violate the duties incumbent on the organizer from the contractual relationship, the organizer is liable to compensate the customer for the resulting damage. To the extent that the travel organizer is responsible for persons other than its employees, it is liable – except in cases of personal injury – only if it does not prove that these are neither intentional nor grossly negligent. Except in cases of intent and gross negligence, the travel organizer is not liable for items that are not usually taken along unless he has taken them into custody knowing the circumstances. Therefore, customers are advised not to take items of special value with them. It is also recommended to properly store the items taken along.

#### **5.3. Notification of defects:**

The customer must immediately report any defect in the fulfillment of the contract noticed during the trip to a representative of the organizer. This assumes that such a representative has been announced to him and is easily accessible on-site. Failure to make this notification does not change the warranty claims of the customer described under 5.1. However, it can be counted as contributory negligence and thus reduce any possible claims for damages. The organizer must have informed the customer in writing, either directly or through the intermediary, of this obligation to notify. Similarly, the customer must have been informed at the same time that failure to notify does not affect his warranty claims, but can be counted as contributory negligence.



## C. Booking and cancellation

### 1. Direct booking with Indigourlaub:

The customer receives a confirmation/invoice along with a booking number from Indigourlaub according to his written or personal booking. The contract between Indigourlaub and the customer is concluded as soon as the customer has received this confirmation/invoice. Upon receipt of the invoice, a 20% deposit of the package price is to be transferred to Indigourlaub's bank account (see point 1.1.). For flights, payment of the total amount is due at the time of booking. The remaining payment is to be made from 20 days before the travel date. For short-term bookings (from 14 days before the travel date), the total price is to be paid upon receipt of the invoice. Please note that the premium of travel insurance is to be transferred in full in addition to the deposit. The insurance coverage begins with the payment of the premium. The travel documents are sent 7 to 10 days before the travel date, provided that the total travel price has been paid.

1.1 Note on payments: According to the Travel Agency Security Regulation (RSV), customer funds for package tours of the organizer Indigourlaub are secured under the following conditions: The deposit is made no earlier than eleven months before the agreed end of the trip and amounts to 20% of the travel price. The remaining payment is made no earlier than 20 days before the start of the trip – in exchange for the handover of the travel documents. Additional or early deposits or remaining payments are not secured. The insurer is Raiffeisenbank Region Vöcklabruck (bank guarantee No. 269/2017). In the event of insolvency, all claims must be registered directly with the responsible insolvency administrator AWP P&C S.A. Austrian branch, Hietzinger Kai 101-105, A-1130 Vienna, by fax: +43 1 52503-999 or email [vertragsverwaltung@allianz-assistance.at](mailto:vertragsverwaltung@allianz-assistance.at) within 8 weeks.



## 2. Cancellation with cancellation fee:

All cancellations must be made in writing (by post, email, or fax). For hotels, bus, ship, seminar trips, the cancellation fees stated under point 7.1.c.1. of the ARB (Charter) apply. These are:

Cancellation up to 30 days before departure 20%

Cancellation from the 29th day to the 20th day before departure 30%

Cancellation from the 19th day to the 10th day before departure 50%

Cancellation from the 9th day to the 4th day before departure 70%

From the 3rd day (72 hours) to 30 hours before departure 85% of the travel price

From 30 hours before departure and no-show 95%

No-show: A no-show occurs if the customer fails to depart.

Flight bookings: For flights, the cancellation fee may be up to 100% regardless of the time of cancellation. Any refund will be made according to the conditions of the airline minus a cancellation and handling fee of €50.

## 3. Rebookings:

If changes are made to the travel date, destination, or transportation at the request of the traveler after booking the trip for a date within the validity period of the travel advertisement (rebooking), Indigourlaub will charge a rebooking fee of €50 per traveler up to the 22nd day before departure. Rebooking requests made after this deadline, if their implementation is possible, can only be carried out after withdrawal from the travel contract under the conditions of point 7.1.c.1 and simultaneous new registration.

## 4. Substitute participants:

Until the start of the trip, the traveler can have himself replaced by another person for the execution of the trip if this is technically possible (note special conditions for flight bookings!). The name change fees of €50 per traveler are borne by the customer. For scheduled flights, this fee may be higher and will be charged according to the actual amount.

### **5. Program and program leadership:**

Only the prices and conditions published in the annual catalog and the prices and conditions presented on the Internet are valid. The correction of errors, print and calculation errors remains reserved. Changes to the travel program for technical reasons or force majeure are reserved. There is no claim to the presence of the mentioned program leader. He/she can be replaced by another program leader.

We point out that any product distribution and sales promotion measures for program participants are prohibited.

Treatments and therapeutic measures are exclusively permitted to the program leaders and persons authorized by them.

### **6. Obligations of the traveler:**

By registering for the Indigourlaub programs, the customer guarantees that he/she feels capable of participating in the sometimes intense group processes and is willing to take responsibility for his/her physical and mental condition. It is the customer's responsibility to check or have checked, possibly with the help of professional medical advice, whether participation in the courses is compatible with their physical and psychological condition. Participation in the individual programs and activities is at the customer's own responsibility and discretion.

### **7. Jurisdiction:**

Linz/Donau. Customer funds are secured due to the Travel Agency Security Regulation BGBl. II 316/99, in accordance with EU Directive 90/313/EEC. Organizer: Indigourlaub GmbH, Ecklweg 4, 4040 Linz. For package tours booked with Indigourlaub, in the event of the tour operator's insolvency, payments already made for travel services that are no longer provided and necessary expenses for the return journey are secured by a bank guarantee (No. 269/2017) from Raiffeisenbank Vöcklabruck, Salzburger Str. 1, 4840 Vöcklabruck. In case of insolvency, all claims must be registered directly with the responsible insolvency administrator AGA International S.A. Austrian branch, Pottendorfer Straße 25-27, A-1120 Vienna, by fax: +43 1 52503-999 or email [vertragsverwaltung@allianz-assistance.at](mailto:vertragsverwaltung@allianz-assistance.at) within 8 weeks. GISA number: 15141323

Note: For some programs, Indigourlaub acts as an intermediary for the respective organizers. The General Travel Conditions of the respective organizer apply, which we will gladly send upon request.

Austrian law applies between Indigourlaub and the hotels, tour operators, and program leaders.