

THE ALLGEMEINE REISEBEDINGUNGEN (ARB 1992) [GENERAL TERMS AND CONDITIONS OF TRAVEL] OF THE FACHVERBAND DER REISEBÜROS [TRADE ASSOCIATION OF TRAVEL AGENTS] SHALL APPLY.

Jointly discussed in the Consumer Policy Advisory Council of the Austrian Federal Minister for Health, Sports and Consumer Protection in accordance with Section 73 (1) GewO [Austrian Trade Code] 1994 and Section 8 of the regulation issued by the Austrian Federal Minister for Economic Affairs [1994 version] concerning the Ausübungsvorschriften für das Reisebürogewerbe [Provisions on Exercise of the Functions of the Travel Agency Industry] (now Section 6, according to BGBl. [Austrian Federal Law Gazette] II No. 401/98).

The travel agency may act as an agent (Section A) and/or as a tour operator (Section B).

An **agent** is obliged to endeavour to arrange services of other parties (tour operators, transport companies, hoteliers etc.).

A **tour operator** is a company that either offers various tourist services for a package price (package tour/organised tour) or promises to provide individual tourist services itself and, to this end, generally makes available its own brochures, advertisements etc. A company acting as a tour operator may also act as an agent in cases where third-party services are arranged (e.g. an optional excursion at the holiday resort), provided that it points out this agent function. The following terms and conditions constitute the contractual text that travel agencies acting either as an agent (Section A) or as a tour operator (Section B) usually use to conclude contracts with their customers/tour participants (note: as defined by the KSchG [Austrian Consumer Protection Act]).

Any special terms and conditions

- of the tour operators whose services are arranged by the travel agency,
 - of the transport companies (e.g. rail, bus, plane and ship) whose services are arranged by the travel agency, and
 - of other service providers whose services are arranged by the travel agency
- shall take precedence.**

A. THE TRAVEL AGENCY AS AGENT

The following terms and conditions form the basis for the contract (agency contract) that customers conclude with an agent.

1. Booking/Conclusion of Contract

Bookings may be effected in writing, by telephone or verbally. Bookings made by telephone or verbally should be confirmed by the travel agency in writing without delay. Travel agencies are to use booking forms that show all the important details of the customer's order, with reference being made to the tour advertisement (catalogue, brochure etc.) that formed the basis for the booking. With regard to the agent's own services and any tour operator's services arranged by the agent, the agent shall, in accordance with Section 6 of the Ausübungsvorschriften für das Reisebürogewerbe, point out these GENERAL TERMS AND CONDITIONS OF TRAVEL, demonstrably draw attention to any terms and conditions of travel deviating herefrom and, in such case, make these available before the contract is concluded. Insofar as services by foreign companies (service providers, tour operators) are arranged, foreign law may also become applicable.

The person making a booking for himself or for a third party shall be regarded as the ordering party and, in the absence of any declaration to the contrary, shall assume in relation to the travel agency the obligations (payments, contract cancellation etc.) arising from the placement of the order. In the course of the booking, the travel agency may demand a processing fee and a (minimum) deposit. The remaining balance, as well as the reimbursement of any cash expenses (telephone and telefax costs, etc.) shall become due and payable to the travel agency upon hand-over of the travel documents (these shall not include personal documents) of the respective tour operator or service provider. Travel companies accepting bookings shall, upon or immediately after the conclusion of the contract, give the tour participant confirmation of the travel contract (tour confirmation).

2. Information and Other Additional Services

2.1. Information on passport, visa, foreign currency, customs and health regulations

It is assumed to be known that a valid passport is generally required for travel abroad.

The travel agency shall inform the customer of any relevant additional foreign entry requirements relating to passports, visas and/or health and, upon request, of any foreign currency and customs regulations, insofar as such information can be obtained in Austria. The customer himself shall, incidentally, be responsible for compliance with these requirements and regulations. If possible, the travel agency shall, for a fee, take care of obtaining any necessary visa. Upon request, the travel agency shall, if possible, provide information on special regulations for foreign nationals, stateless persons and persons holding dual citizenship.

2.2. Information on the travel services

The tour operator's, or service provider's, services to be arranged shall be portrayed by the travel agency to the best of its knowledge, with due regard being given to the particular provisions of the respective contract arranged and to the specific conditions in the country or place of destination.

3. Legal Position and Liability

The travel agency's liability shall extend to

- diligent selection of the respective tour operator and/or service provider, as well as diligent evaluation of the experience gained;
- proper procurement of services, including providing the customer with appropriate information and delivering the travel documents;
- demonstrable forwarding of notices, declarations of intent and payments between the customer and the companies whose services are arranged by the travel agency, and vice versa (e.g. changes to the agreed services and/or the agreed price, notices of cancellation, complaints).

The travel agency shall not be liable for the provision of the services that it arranges or procures.

With the tour confirmation, the travel company shall inform the customer of the company name (product name) and address of the tour operator and, if applicable, of an insurer, insofar as this information is not already contained in the brochure, catalogue or other detailed advertising material. Failure to do so shall result in the travel company being liable towards the customer as the tour operator and/or service provider.

4. Impairment of Performance

If the travel agency breaches its duties arising from the contractual relationship, it shall be liable to compensate the customer for all resulting loss, unless the travel agency proves that no wrongful intent or gross negligence is attributable to the travel agency. For any breach of contract owing to minor negligence, the travel agency shall be liable to compensate the customer for all resulting loss up to the amount of the commission for the transaction arranged.

B. THE TRAVEL AGENCY AS TOUR OPERATOR

The following terms and conditions form the basis for the contract, hereinafter called Travel Contract, that persons making a booking conclude with a tour operator either directly or through an agent. If such contract is concluded directly, the tour operator shall be subject to agent's obligations accordingly. In principle, the tour operator accepts these GENERAL TERMS AND CONDITIONS OF TRAVEL. Any deviations herefrom shall be clearly shown in all its detailed advertising material in accordance with Section 6 of the Ausübungsvorschriften [Provisions on Exercise of the Functions of the Travel Agency Industry].

1. Booking/Conclusion of Contract

The Travel Contract shall be brought about between the person making a booking and the tour operator once the essential components of the contract (price, services and set dates) have been agreed upon. This shall result in rights and duties for the customer.

2. Substitution of the Tour Participant

Substitution of the person travelling shall be possible, if the substitute person fulfils all the conditions for participation. Substitution may take place in any of two ways.

2.1. Assignment of the claim to travel services

If the person making a booking assigns to a third party any or all claims arising from the Travel Contract, such person's obligations under the Travel Contract shall remain in effect. In such case, the person making the booking shall bear the extra costs ensuing from such assignment.

2.2. Transfer of organised tour

If the customer is prevented from embarking on an organised tour, he may transfer the contractual relationship to another person. Such transfer must be notified to the tour operator either directly or through the agent within a reasonable period prior to the departure date. The tour operator may specify a period of notice in advance. The transferor and the transferee shall be jointly liable for any unsettled payment and for any and all additional costs incurred as a result of such transfer.

3. Contract Content, Information and Other Additional Services

Apart from the duties to inform that also apply to agents (namely the duties to provide information on entry requirements relating to passports, visas, foreign currency, customs and health), the tour operator must provide sufficient information on the services offered by it. The descriptions of services contained in the catalogue and/or brochure valid at the time of booking, as well as all further information contained therein shall form part of the Travel Contract, unless agreements contrary hereto were made at the time of booking. However, it is absolutely recommended that such agreements be recorded in writing.

4. Travel Involving Special Risks

In the case of tours involving special risks (e.g. tours of an expedition nature), the tour operator shall not be liable for the consequences of special risks that exceed its scope of duty. The tour operator's obligation to diligently prepare the tour and diligently select the persons and companies charged with providing the individual travel services shall remain unaffected.

5. Legal Basis for Impairment of Performance

5.1. Warranty

In the event of non-performance or inadequate performance, the customer shall have a warranty claim. The customer hereby agrees that, instead of the customer's claim to contract cancellation or price reduction, the tour operator shall provide services free from deficiencies, or shall rectify the inadequate services, within a reasonable period. Redress may be provided by remedying all deficiencies or by providing a substitute service that is of equal or higher value and meets with the customer's explicit consent.

5.2. Compensatory damages

If the tour operator or its agents culpably breach the duties incumbent upon the tour operator under the contractual relationship, the tour operator shall compensate the customer for all loss resulting therefrom. Insofar as the tour operator is answerable for persons other than its employees, it shall, except in cases of personal injury, be liable only if it fails to prove that no wrongful intent or gross negligence is imputable to it. With the exception of cases of wrongful intent and gross negligence, the tour operator shall not be liable for items not usually taken along, unless it takes these into its safekeeping with knowledge of the circumstances. Therefore, the customer is advised not to take along any items of special value. Moreover, it is recommended that items taken along be kept in a safe place.

5.3. Notification of deficiencies

The customer shall immediately give a representative of the tour operator notification of any deficiency, in respect of the performance of the contract that he discovers during his trip. A prerequisite for this is that the customer must have been informed of the existence of such representative, and this person must be contactable on site without considerable effort. Failure to make such notification shall not affect the customer's warranty claims described under 5.1. However, such failure may count against the customer as contributory fault and, to this extent, may diminish any claims to damages on his part. However, the tour operator must have pointed out in writing, either directly or through the agent, this duty to give notification of deficiencies. At the same time, the customer must have also been informed that any failure to notify shall not affect his warranty claims, but may count against him as contributory fault. In the absence of a local representative, the customer is advised to give either the respective service provider (e.g. hotel, airline) or the tour operator directly notification of any deficiencies, and to demand redress.

5.4. Special liability laws

The tour operator's liability shall be governed by, among other things, the Warsaw Convention and the supplementary agreement thereto in the case of air travel, and by the Eisenbahn- und Kraftfahrzeughaftpflichtgesetz [Act on Rail and Motor Vehicle Liability] in the case of rail and bus travel.

6. Assertion of any Claims

To facilitate the assertion of claims, the customer is advised to obtain written confirmation of any non-performance or inadequate performance, and/or to obtain records, evidence and witnesses in this regard.

Consumer warranty claims shall be assertable within 2 years. Damage claims shall become statute-barred after 3 years. In the tour participant's interest, it is recommended that claims be asserted immediately upon return from the trip, directly with the tour operator or through the travel agency that arranged the tour, as any delay will increase the difficulties of proving the claims.

7. Cancellation of Contract

7.1. Cancellation by customer prior to departure:

If something unforeseen happens and you are unable to start your holiday as planned, the following terms of cancellation shall apply:

Cancellation fees

up to 46 days before start-date of booking 20% of full booking price;
45 to 31 days before start-date of booking 25% of full booking price;
30 to 15 days before start-date of booking 50% of full booking price;
14 to 2 days before start-date of booking 75% of full booking price;
1 day before start-date of booking 95% of full booking price.

We recommend taking out travel insurance with a cancellation cover to safeguard against these costs.

The right to withdraw according to the Austrian Remote Sales and Foreign Business Act (FAGG) does not apply.

7.2. Cancellation by tour operator prior to departure

a) The tour operator shall be released from its obligation to perform the contract, if a minimum number of participants specified in advance in the advertisement has not been reached, and the customer has been given written notification of cancellation within the period indicated in the description of the organised tour or within the following periods:

- up to the 20th day prior to departure in the case of trips longer than 6 days,
- up to the 7th day prior to departure in the case of 2- to 6-day trips,
- up to 48 hours prior to departure in the case 1-day trips. If the tour operator is to blame, beyond slight negligence, for such failure to reach the minimum number of participants, the customer may claim damages. Such damages shall be a lump sum corresponding to the cancellation fee. Assertion of a damage claim exceeding this amount is not excluded.

b) Cancellation is made on the grounds of force majeure, i.e. owing to extraordinary and unforeseeable events that are beyond the influence of the party pleading force majeure and where the consequences could not have been averted, even if due care had been exercised. This excludes overbooking, but includes government directives, strikes, war or warlike conditions, epidemics, natural disasters etc.

c) In the cases specified in a) and b), the customer shall be refunded for the amount paid. The customer shall be entitled to exercise his option under 7.1.b, 1st subsection.

7.3. Cancellation by tour operator after departure

The tour operator shall be released from its obligation to perform the contract, if, despite a warning, the customer on a group tour persistently disturbs the conduction of the trip through grossly improper behaviour. In such case, the customer shall, if deemed to be at fault, be liable for damages in relation to the tour operator.

8. Contract Amendments

8.1. Price changes

The tour operator hereby reserves the right to raise the tour price confirmed with the booking for reasons outside of its control, provided that the scheduled date of departure is later than two months after the conclusion of the contract. Such reasons shall exclusively include any change in transportation costs, e.g. fuel costs, any change in levies for particular services, such as landing fees, embarking and disembarking fees in ports of call, and corresponding fees at airports, or any change in the foreign exchange rates applicable to the particular organised tour. In the event that prices are reduced for any of these reasons, such price reduction shall be passed on to the tour participant. Prices may be increased within the two-month period only if the reasons for this were agreed upon in detail at the time of the booking and have been noted in the booking form. No price change shall be possible from the 20th day prior to departure. A price change shall be permissible only if the agreed prerequisites have been met and an exact calculation of the new price has been given. Price changes and the circumstances relating thereto shall be immediately explained to the customer. In the event that the tour price is changed by more than 10 %, the customer may cancel the contract without incurring a cancellation fee (see Item 7.1.a.).

8.2. Changes to services after departure

- In the event of changes imputable to the tour operator, the provisions set out in Section 5 (Legal Basis for Impairment of Performance) shall apply.

- If, after departure, it becomes evident that a substantial part of the contractually agreed services is not, or cannot be, provided, the tour operator shall, at no extra charge, take appropriate measures to ensure that the organised tour can continue. If such measures cannot be taken, or are not accepted by the customer for good reasons, the tour operator shall, if necessary, provide an equivalent alternative for transporting the customer, at no charge, to the departure point or some other place to be agreed upon with the customer. In the event of non-performance or inadequate performance of the contract, the tour operator shall, moreover, make every effort to assist the customer in overcoming any difficulties.

9. Passing on Information to Third Parties

Information on the names of tour participants and their places of stay shall not be passed on to third parties, even in urgent cases, unless the tour participant has expressly consented to such provision of information. All costs arising as a result of the communication of urgent messages shall be borne by the customer. Therefore, tour participants are advised to inform their relatives of their precise holiday address.

10. General

Items 7.1. c, formerly 7.1. b (Cancellation), 7.1. d, formerly 7.1 c (No-show) and 8.1. (Price changes) listed under Section B are non-binding trade association recommendations under 1 Kt 718/91-3 and are, as such, now registered under 25 Kt 793/96-3 in the cartel register.

Tour operator:

Trail Angels GmbH
Obervellach 58 · 9821 Obervellach · Tel: +43 4782 93093 ·
Eintragungs-NR. Veranstalterverz. des bmwfj: 2016/0005 ·
office@trail-angels.com · www.trail-angels.com ·

Registration number 2016/0005 in the Veranstalterverzeichnis [Tour Operators Directory] of the Bundesministerium für Wirtschaft, Familie und Jugend [Austrian Federal Ministry of Economy, Family and Youth].

According to the Reisebürosicherungsverordnung (RSV) [Regulation on Travel Agency Safeguards], customer payments for package tours are protected under the following conditions:

The deposit must be paid no earlier than eleven months prior to the agreed end of the trip, and must amount to 20 % of the tour price. The remaining balance must be paid no earlier than twenty days prior to departure, at which time the travel documents shall be given to the tour participant.

Deposits or balance payments exceeding these amounts, or early payments, shall not be requested, and shall not be covered. Zurich Insurance plc, Niederlassung für Deutschland (Solmsstraße 27-37, 60252 Frankfurt am Main, Deutschland) shall be the guarantor or insurer.

In the event of insolvency all claims shall be forfeited unless they are reported within 8 weeks of the onset of insolvency to the receiver:

Europäische Reiseversicherung AG,
1220 Vienna, Karochwjlestraße 4
Tel.: +43/1/3172500, Fax: +43/1/3199367,
Emergency, 24 hours a day: +43/1/50444 00,
Email: info@europaeische.at www.europaeische.at.

The routes proposed have been put together by experienced mountain guides to the best of their knowledge and belief. The paths on the routes proposed have, without exception, be marked and maintained by the Alpinen Vereine [Alpine Clubs]. However, unforeseen natural events may cause the condition of the paths to suddenly change at any time.

Therefore, it is not guaranteed that the routes proposed will be accessible. Please note that traversing the routes will require experience and good judgement with regard to the Alps. In the mountains, the weather and, consequently, the related demands on mountain hikers can rapidly change. The hiker shall undertake the tours under his own responsibility. In the event of unforeseen abandonment of a tour, the hiker shall bear the cost of any services not included in the package.

Attainment of the minimum number of participants shall be made known no later than 10 days before the date registered.

11. The Trail Angels' Specific Travel Terms

The selection of routes and recommendation of suitable sections of the trail is carried out with the utmost care, and on the basis of continuously updated information and research. However, there is always a risk that unforeseeable natural phenomena such as landslides, rockfall, forest fires etc. may make individual sections of the trail temporarily inaccessible, or require for them to be closed off for safety reasons. We therefore strongly recommend that you find out about the current conditions on each stage of the trail before setting out, by contacting the Trail Angels Booking Centre. Trail Angels does not accept liability for route changes made necessary by natural phenomena outside the company's control.

Like all sports activities carried out in nature, hiking and cycling on the Alpe-Adria Trail require appropriate fitness levels as well as equipment that is suitable for the time of year and the conditions of the selected section of the trail. It is the customer's responsibility to determine whether their state of health, physical abilities, mountaineering/cycling experience and particularly their sure-footedness in alpine terrain are sufficient for the section of the trail they have booked. Customers are also responsible for ensuring they have appropriate equipment such as suitable clothing, hiking boots, trekking poles, food and drink, first-aid kit etc.

Our descriptions and assessment of individual tours are based on average conditions. The actual walking/driving times may deviate from our predictions depending on local conditions and each customer's individual pace.

Out in nature and particularly in an alpine environment, dramatic weather changes can occur very suddenly. It is the customer's responsibility to find out about the current and forecast weather conditions before setting out on the next section of the trail, and to plan their tour accordingly. The customer is also responsible for the observation and assessment of environmental changes throughout their tour (weather, the condition of the path etc.), and for all decisions made as a result (for example to terminate the tour).

Trail Angels cannot be held liable for any damages incurred by disregarding these responsibilities.

Should a customer be unable to travel on a booked section of the trail, either due to outside influences (such as weather conditions) or for personal reasons, the Trail Angels team will do their utmost to organise the most suitable alternative. All resulting costs are payable by the customer.