

GENERAL TERMS AND CONDITIONS

Conditions tour operator for group guests

1) TERMS OF PAYMENT

With your booking a deposit is falling due. Unless otherwise agreed, the traveller has to transfer a deposit of 20% of the estimated total amount of the tour to the account specified in the package travel contract, within 14 days of receipt of the package travel contract but at the earliest 11 months before the last scheduled day of the package tour. The remaining amount is due after the tour, according to the number of participants which has to be announced from the customer 3 days prior to arrival at the latest. The vouchers will be sent to the customer 8 days prior to arrival at the latest. The transmitted vouchers has to be handed over to the service provider to serve customers with easy and convenient travel procedure.

When making payments, please quote the **BOOKING NUMBER**

Bank details: Kremser Bank und Sparkassen AG, Bank account number: 115 451 / BLZ 20228

IBAN: AT942022800000115451

BIC: SPKDAT21XXX

NÖ Card, discounts and special offers can't be considered.

2) TERMS OF CANCELLATION

The customer can cancel the contract in written form at any time. Please note the following cancellation conditions:

up to 6 weeks/42 days prior to arrival: cancellation is free of charge

From 41 - 28 days prior to arrival: 40% of your reservation will be charged

From 27 - 07 days prior to arrival: 70% of your reservation will be charged

From 06 - 01 days prior to arrival: 90% of your reservation will be charged

No Show: 100% of your reservation will be charged

3) MINIMUM NUMBER OF PARTICIPANTS

Unless otherwise noted the stated prices are valid for 20 full-rate guests. For every 21 full-rate guests one free place will be offered usually. Offers below the stated minimum number of participants has to be created individually. Prices are quoted per person in a double room and arrival with own bus.

The tour operator may withdraw from the package travel contract before the start of the package tour if fewer persons than the minimum number of participants specified in the contract have registered for the package tour and the traveller receives the notification of the withdrawal of the tour operator at the last contact address provided by the traveller, within the period specified in the Package Travel Directive Art. 10 Para 3 (a) PTD.

If the tour operator withdraws from the package travel contract in accordance with items stated above, they will refund the price of the tour to the traveller, but they will not be obligated to pay any additional compensation.

4) TOUROPERATOR:

Donau Niederösterreich Tourismus GmbH, Schlossgasse 3, 3620 Spitz, Phone: +43 2713 30060-0;

E-Mail: info@donau.com



Details concerning the travel service status of Donau Niederösterreich GmbH can be found on the website <https://www.gisa.gv.at/abfrage> under the GISA number 1309194.

The tour operator provides their services in accordance with the legal regulations, in particular the Package Travel Directive (PTD), and the Package Travel Ordinance (PTO) with the care of a cautious contractor.

As the tour operator, Donau Niederösterreich Tourismus GmbH is responsible for the ideal performance of all travel services provided for in the package travel contract, irrespective of whether these services are to be provided by Donau Niederösterreich Tourismus GmbH or other travel service providers in accordance with the contract. If you experience any issues during the journey, Donau Niederösterreich GmbH is also obligated to provide you with immediate and appropriate assistance. This may include the provision of relevant information on health service, local authorities and consular assistance, supporting in the establishment of remote communication links and searching for replacement travel arrangements, in particular. If you yourself have caused the issues intentionally or due to negligent behaviour, Donau Niederösterreich Tourismus GmbH may demand appropriate remuneration for its assistance. This remuneration may not exceed the actual costs incurred by Donau Niederösterreich Tourismus GmbH.

According to the Package Travel Ordinance (PTO) customer deposits for package tours of Donau Niederösterreich Tourismus GmbH are hedged on the following conditions:

The deposit must not exceed 20% of the estimated total amount. The remaining amount is due not earlier than 20 days prior to arrival. Additional payments are not allowed to be demanded and are not protected.

5) INFORMATION ON STATUTORY INSOLVENCY PROTECTION:

Donau Niederösterreich Tourismus GmbH is insured against insolvency by banker's guarantee No. 2619at Kremser Bank und Sparkassen AG, Ringstraße 5-7, 3500 Krems, E-Mail: info@kremserbank.at, Phone: 0043 50100-20228. Travellers can contact the bank or the appointed liquidator if services can not be fulfilled due to insolvency of Donau Niederösterreich Tourismus. Liquidator is Europäische Reiseversicherung AG, Kratochwjlestrasse 4, A-1220 Vienna, Phone: 0043 1 5044400, E-Mail: info@europaische.at. Travellers have to contact the liquidator within 8 weeks if they are refused services due to the insolvency of Donau Niederösterreich Tourismus GmbH.

6) INSURANCE OPTIONS

Our experience shows that things do not always turn out as expected. To avoid unnecessary fees and anger, we recommend a Cancellation Insurances of the European Travel Insurance. Here you can conclude the insurance easily:

<https://hotel.europaeische.at/index.php?key=hsp-en&plus&AGN=1001396>

New! Though still existing pandemic status the European Travel Insurance covers in case of Corona illness since May 29 th 2020. More detailed information on this courtesy you will find here:

www.europaeische.at/en

7) LIABILITY

The customer is entitled to all the details stated in the programme written and organised by the Lower Austrian regional tourism board (Donau Niederösterreich Tourismus GmbH). The company is in no



way to be held liable for the participants of the programme. Every activity contained therein is undertaken at the participants' own risk; no third-party liability claims are to be made by the customer.

8) PASSPORT AND VISA REQUIREMENTS

Upon request, the tour operator will provide information on foreign currency and customs regulations. General information on passport and visa requirements, health care formalities as well as foreign currency and customs regulations for travellers with Austrian citizenship can moreover be obtained by selecting the desired country of destination under <https://www.bmeia.gv.at/reise-aufenthalt/reiseinformation/laender/>. EU citizens can request this information from their relevant representative authorities. It is assumed that a valid passport (which e.g. is not expired, not reported stolen or lost, etc.) is generally required for travel abroad, and the traveller is responsible for its validity. The traveller is responsible for complying with the health care formalities of which they have been notified. The traveller is responsible for obtaining the necessary visa, unless the tour operator has agreed to process the procurement of such a visa.

9) CUSTOMER'S OBLIGATION TO INSPECT AND CLAIM

Customers have to notify Donau Niederösterreich Tourismus GmbH, via the aforementioned point of contact, of any perceived violations of contract which take place during the provision of the travel services as agreed in the travel contract immediately, taking the respective circumstances into account.

E-Mail: info@donau.com , Phone: 0043 2713 30060-0

10) INTERNAL AND EXTRAJUDICIAL DISPUTE RESOLUTION:

No internal appeal procedures shall apply. Donau Niederösterreich Tourismus GmbH is not obliged to participate in an out-of-court settlement of a dispute before a state-recognised consumer arbitration body in accordance with the AStG (Alternative Dispute Settlement Act). If there is no CONDITIONS TOUR OPERATOR FOR GROUP GUESTS

11) TRANSFER OF THE PACKAGE TRAVEL CONTRACT TO ANOTHER PERSON:

In accordance with Art. 7 PTD, the travellers (= persons listed under the item "Participants") included in the package travel contract in question have the right to transfer said contract to another person who meets all contractual requirements. Donau Niederösterreich Tourismus GmbH must be informed via a permanent data carrier of the transfer of the contract within a reasonable period of time (7 days latest) before the start of the journey. In the event of a transfer, the transferor and the transferee shall be jointly liable for the outstanding tour costs and any additional fees, charges and costs incurred as a result of the transfer.

In addition, the " General Terms and Conditions of Business", which can be found on our website, are applicable.

<https://www.donau.com/en/the-danube-in-lower-austria/information-service/disclaimerterms-and-conditions-of-business/>

Further information about the data protection can be found here.

<https://www.donau.com/en/the-danube-in-lower-austria/information-service/data-protection-provisions/>

