

## GENERAL TRAVEL TERMS AND CONDITIONS

Dear guest,  
the following travel terms and conditions are an integral part of the contract between our clients and FURTENBACH ADVENTURES GMBH (hereinafter „FURTENBACH ADVENTURES“).

When entering into contract with FURTENBACH ADVENTURES, particular attention should be paid to the contractually defined requirements regarding the participants' physical condition (endurance, technical skills and equipment). The tour operator reserves the right to exclude any and all participants who do not meet these requirements. In case of doubt, please consult a physician.

Below you will find our „General Travel Terms and Conditions“, which apply to all booked travel services. Additionally, you will find supplementary „Travel Terms and Conditions“ specific to FURTENBACH ADVENTURES.

The travel agency FURTENBACH ADVENTURES may provide its services in the function of a travel agent (section A) and/or as tour operator (section B).

The agent accepts the obligation to make an effort to provide an entitlement for services of other parties (operators, carriers, hoteliers, etc.). Tour operator is the company either offering several touristic services at a package price (package holiday/travel organisation) or promising to render individual touristic services as services on own account and for this purpose usually providing own brochures, advertisements, etc.

If third party services are arranged (e.g. optional trips at the holiday resort), a company acting as tour operator may also act as agent if it refers to this function as agent.

The following conditions constitute the contractual text usually used by travel agencies as agents (section A) or as tour operators (section B) to conclude contracts with their customers/travellers (annotation: in the sense of the Package Travel Directive).

In case of a provided travel service, the travel terms and conditions

- of the arranged tour operators,
- of the arranged carriers (e.g. train, bus, airplane and ship) and
- the other arranged service providers prevail.

### **A. THE TRAVEL AGENCY ACTING AS AGENT**

#### **1. Scope**

1.1. The travel agent brokers travel contracts for individual travel services (such as e.g. flight, hotel etc.), for package travel (as defined in Art. 2 Para. 2 Package Travel Directive (PTD)) as well as for linked travel arrangements (as defined in Art. 2 Para. 5 Package Travel Directive (PTD)) between the tour operator or service provider on the one hand and the traveller on the other hand. The travel agent provides their services in accordance with the legal regulations, in particular the Package Travel Directive (PTD), and the Package Travel Ordinance (PTO) with the diligence of a prudent contractor.

Hereinafter, the company FURTENBACH ADVENTURES GMBH is defined as travel agent.

1.2. The General Terms and Conditions shall be deemed to have been agreed, if they have been made available before the traveller is bound to a contract by a declaration of contract or if the traveller was able to view their contents. They

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constitute the foundation of the contract of agency which exists between the travel agent and the traveller.

1.3. The present General Terms and Conditions shall apply to the contract of agency (see item 1.2). For contractual relationships between the traveller and the brokered tour operator, the brokered transport companies (e.g. train, bus, plane and ship etc.) and other brokered service providers, the respective general terms and conditions apply, provided that they are made available to the traveller - before the traveller has been bound to a contract by a contract declaration - or the traveller could view their contents and the contents of the terms and conditions is not illegal or violates existing law.

## **2. Role of the Travel Agent**

2.1. In accordance with the information supplied by the traveller, the travel agent compiles travel proposals for the traveller. These are non-binding and as such do not constitute offers in the sense of Art. 4 PTD. If it is not possible to compile travel proposals on the basis of the information provided by the traveller, then the travel agent shall notify the traveller of this.

The travel proposals are based on the information provided by the traveller, which is why incorrect and/or incomplete information supplied by the traveller - in the absence of clarification from the traveller - may form the basis of the travel proposals. When compiling travel proposals, it is possible, for example, to use the price, the expertise of the tour operator/service provider, discounts, the best price principle and other factors, if applicable, as parameters (without any claim to completeness).

2.2. If the traveller expresses a concrete interest in one of the travel proposals submitted to them by the travel agent, the travel agent shall pre-

pare a travel offer on the basis of the travel proposal in accordance with the provisions of Art. 4 PTD, insofar as these are relevant for the tour. The travel offer, prepared by the travel agent, commits the tour operator or, in the case of linked travel arrangements or individual travel services, the service provider. Changes in price or service are possible, if the tour operator informs the traveller before the conclusion of the contract in a clear and comprehensive manner. A contract between the tour operator and the traveller or, in the case of linked travel arrangements or individual travel services, between the service provider and the traveller is concluded when the travel offer is accepted by the traveller (= declaration of contract of the traveller, see 1.3), this could be e.g. through a written confirmation or the booking via our online booking form.

2.3. The travel agent advises and informs the traveller based on the information which the traveller submits to the travel agent. The travel agent represents to the best of their knowledge the package travel of the tour operator brokered according to the traveller's information or, in the case of linked travel arrangements or individual travel services, the service of the service provider taking into account the customary conditions in the country of destination as well as taking into account any particularities associated with the tour (e.g. expedition tours). There is no obligation to provide information on generally known circumstances (e.g. topography, climate, flora and fauna of the destination requested by the traveller), provided, depending on the type of trip, there are no circumstances which require separate clarification or clarification of the circumstances is not necessary for the provision and the course or performance of the service. In principle, it must be noted that the traveller consciously chooses a different environment and that the quality, facilities, food (seasoning in



particular) and hygiene levels are related to the regional standards/criteria customary for the country/place of destination.

2.4. The travel agent shall inform the traveller in accordance with Art. 4 PTD before the traveller is bound to a package travel contract by a declaration of contract:

a) Of the existence of a package tour by means of a standard information sheet pursuant to Art. 4 Para. 1 PTD. In addition, the standard information sheet for package travel can be referred to - if available in printed or digital form - on the website of the respective tour operator.

b) Of the information listed in Art. 4 Para. 1 PTD, insofar as it is relevant so that the package tour may be arranged and it is necessary for the execution and provision of services (e.g. in the case of an exclusively beach holiday, no references to sightseeing tours as in the case of study trips etc. are necessary, insofar as these are not part of the agreed services). In addition, this information can be viewed - if available - on the homepage of the respective tour operator.

c) Of whether the package holiday to be brokered is generally suitable for persons with reduced mobility, provided that this information is relevant to the package tour in question (Art. 4 Para. 1 No.1(h) PTD). A person with reduced mobility is a person with a physical disability (sensory or motor, permanent or temporary), in accordance with Art. 2 (a) VO 1107/2006 (Rights of disabled persons and persons with reduced mobility), who limits the use of components of the package (e.g. use of certain means of transport, accommodation) and as such necessitates the services to be adapted to the special needs of this person.

d) General passport and visa requirements of the country of destination, including approximate time limits for obtaining visas and for completing health care formalities (Art. 4 Para. 1 No. 6 PTD), provided that this information is relevant to the package in question. Upon request, the travel agent 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 travel agent has agreed to process the procurement of such a visa.

2.5. In accordance with Art. 15 Para. 1 PTD in the case of linked travel arrangements, the travel agent shall inform the traveller, before the traveller is bound by a declaration of contract, that the traveller cannot make use of any rights which apply exclusively to package travel, that each service provider is only liable for the contractual provision of their service and that the traveller benefits from insolvency protection in accordance with the package travel ordinance. In accordance with Art. 15 Para. 2 PTD, the travel agent is deemed compliant with this duty of information if they provide the relevant standard information sheet in accordance with Appendix II, PTD, provided that the type of linked



travel arrangement is covered by one of these standard information sheets.

2.6. Special requests by travellers which are akin to customer preferences (e.g. sea view) are fundamentally non-binding and do not result in a legal claim, provided these requests have not been confirmed by the tour operator as a requirement of the traveller in accordance with Art. 6 Para. 2 No. 1 PTD or for linked travel arrangements or individual travel services said request has not been confirmed by the service provider as a requirement of the traveller. If a confirmation is issued, a binding service agreement exists.

The travel agent's declarations represent a commitment to forward the traveller's requests to the tour operator/relevant service provider and do not constitute a legally binding agreement as long as they have not been confirmed by the tour operator or, in the case of linked travel arrangements or individual travel services, by the service provider.

### **3. Obligation of the Traveller to Provide Information and Cooperate**

3.1. The traveller is to provide the travel agent with all personal (e.g. date of birth, citizenship etc.) and factual (e.g. planned carriage/importing of medication, prostheses, animals, etc.) information, which is relevant to the trip in a timely, complete and truthful manner. The traveller must notify the travel agent of any issues relating to its person or its fellow travellers (e.g. allergies, food intolerance, no travel experience, etc.), and of its and their special needs, in particular with regards to any limited mobility or health-related issues and other restrictions which may be relevant for either the preparation of travel proposals/ travel offers or for the execution of the tour and provision of travel services (e.g. for hiking trips etc.), if necessary by submitting a

complete qualified certificate (e.g. medical certificate).

3.2. In the instance of reduced mobility or other limitations or special needs in accordance with item 3.1 (e.g. requirement of special medication, regular medical treatment, etc.), which would possibly affect the execution of the trip, the traveller is advised to consult a doctor prior to booking as to whether the traveller in question is able to travel. Further all special needs have to be communicated to the travel agent for him to decide with the tour operator whether the special needs can be met on the trip or not.

3.3. If the mobility of the traveller only becomes reduced in the period between contract conclusion and trip commencement or if other restrictions within the meaning of item 3.1 arise during said period, then the traveller must inform the travel agent immediately - for reasons of proof it is recommended to do so in writing - so that the travel agent can inform the tour operator or, in the case of linked travel agreements or individual travel services, the service provider accordingly.

3.4. The traveller, who has had a booking made for themselves or a third party by the travel agent, is considered to be the client and thus assumes the obligations of the contract of agency vis-a-vis the travel agent (e.g. payment of costs etc.) in accordance with Art. 7 Para. 2 PTD, unless another agreement applies.

3.5. The traveller is obliged to check all contractual documents (e.g. package travel contract, booking confirmation, vouchers) provided by the travel agent for factual correctness of their details / data and for any deviations (spelling mistakes; e.g. names, date of birth) as well as for incompleteness and, in the event of inaccuracies / deviations / incompleteness, to inform



the travel agent / tour operator immediately for correction - whereby the written form is recommended for reasons of proof.

3.6. In order to ensure that travellers with reduced mobility (in accordance with Art. 2(a) of Regulation (EC) No 1107/2006 on the rights of disabled persons and persons with reduced mobility when travelling by air) and their co-travellers, pregnant travellers, unaccompanied travelling minors and travellers in need of special medical care, are not subject to the tour operator's limited obligation to bear the costs of the accommodation which is necessary as a result of impossible return transport due to unavoidable and exceptional circumstances, the travellers concerned must inform the tour operator or travel agent of their special needs at least 48 hours before the start of their journey.

3.7. In accordance with Art. 11 Para. 2 PTD, the traveller is obligated to immediately and comprehensively report any perceived deviation from the agreed travel services, including the concrete description of the deviation/issue, in acknowledgement of the respective circumstances, so that the tour operator is able to remedy the deviation - insofar as this is possible or feasible, depending on the individual case - taking into account the respective circumstances (e.g. time difference, impossibility of contacting the expedition, existence of an alternative or an exchange/upgrade option, etc.) and the associated costs (e.g. cleaning the replacement room, finding a replacement hotel). If a violation of contract occurs the traveller is obligated to immediately report this to the tour operator's representative. If this representative is not available, the traveller must notify the travel agent through whom the package was booked. The traveller is advised to notify the agent in writing, for reasons of proof in particular. Failure to report a violation of contract shall have an effect

on any warranty claims of the traveller if remedial action could have been taken on site and if such reporting could have been reasonably expected. In accordance with Art. 12 Para. 2 PTD, failure to report a deviation can also be considered as contributory negligence in relation to claims for damages (Art. 1304 ABGB (Austrian civil code)). Reporting a violation of contract does not immediately guarantee services from the tour operator.

3.8. The traveller is obligated to pay the fees agreed within the framework of the contract in full and on time in accordance with the terms of payment. The traveller shall indemnify the travel agent for any losses incurred by the travel agent (advance payments by the travel agent) in the event of non-payment.

3.9. In the event of claims for compensation or price reductions and the receipt of payments for compensation or price reductions in accordance with Art. 12 Para. 5 PTD (e.g. compensation in accordance with Art. 7 of the Passenger Rights Ordinance) or in the event of the receipt of other payments and services from service providers or third parties that are to offset the claims for compensation or price reductions of the traveller against the tour operator (e.g. payments by the hotel), the traveller shall inform the travel agent or tour operator of this situation completely and truthfully.

#### **4. Insurance**

4.1. When travelling on holiday, it is important to note that valuable objects, important documents etc. should fundamentally not be taken on the trip. In the case of important documents, it is recommended that copies be made and used, provided copies are accepted. It is not possible to exclude the possibility of theft of valuables and therefore the travellers must take responsibility for this risk themselves.



4.2. Organising insurance cover (trip cancellation insurance, trip interruption insurance, luggage insurance, travel liability insurance, health insurance for travel abroad, protection against delays, personal protection, etc.), which guarantees sufficient coverage from the date of the package travel contract until the end of the package tour, is recommended. Additional information on insurance can be found on the travel agents' website.

### **5. Package Travel Contract**

5.1. The traveller shall receive a copy of the contract document or a confirmation of the contract on a permanent data carrier (e.g. paper, email) upon conclusion of a package travel contract or immediately thereafter. If the package travel contract is concluded in the simultaneous presence of the contracting parties, the traveller is entitled to receive a paper version. In the case of contracts concluded outside business premises in accordance with Art. 3 No. 1 FAGG, the traveller agrees to receive the copy or confirmation of the package travel contract on an alternate permanent data carrier (e.g. e-mail).

5.2. Unless otherwise agreed, the traveller shall be issued with booking receipts, vouchers, tickets and admission passes, information on planned departure times and, if applicable, scheduled intermediate stops, connections and arrival times at the last delivery/contact address provided by the traveller in good time before the start of the package tour. Should the aforementioned documents include any inaccuracies/deviations/incomplete information in accordance with 3.5, the traveller must contact the travel agent or tour operator (see 3.5).

### **6. Price Changes before Departure**

6.1. The travel agent shall inform the traveller clearly, comprehensibly and explicitly via a permanent data carrier (e.g. paper, e-mail) of

price changes in accordance with Art. 8 PTD, no less than 20 days before the start of the package tour, stating the reasons for the price change. This information shall be sent to the last (e-mail-) address provided by the traveller.

### **7. Changes to the Service Prior to Commencement of Travel**

7.1. Insignificant changes are defined as (whereby this is to be judged in each individual case) minor, objectively justified changes which do not significantly change the nature and/or the duration and/or the service content and/or the quality of the booked package travel.

The travel agent shall inform the traveller clearly, comprehensibly and explicitly via a permanent data carrier (e.g. paper, e-mail) of insignificant changes to the contents of the package travel contract, which the tour operator unilaterally carries out in accordance with Art. 9 Para. 1 PTD.

7.2. Significant changes may result in a significant reduction in the quality or value of the travel services which the tour operator is obliged to provide, if the changes affect essential features of the travel services and/or influence the package travel and/or travel execution. Whether a change or reduction in the quality or value of travel services is to be defined as significant or not, must be assessed on a case-by-case basis, taking into account the nature, duration, purpose and price of the package tour as well as the intensity, duration and cause of the change and, where appropriate, whether any party can be made responsible for the circumstances that led to the change.

If, in accordance with Art. 9 Para. 2 PTD, the tour operator is moved to make such aforementioned significant changes to the central features of the travel services which define the nature



and purpose of the package travel (see 4 Para. 1 No. 1 PTD) or if the tour operator is unable to fulfil the requirements of the client, which were expressly confirmed by the tour operator, or if the tour operator increases the total price of the package by more than 8% in accordance with the provisions of Art. 8 PTD, the traveller may

- agree to the suggested changes within a reasonable certain period, as defined by the tour operator, or
- agree to participate in an alternative tour, provided this is offered by the tour operator, or
- withdraw from the contract without paying a cancellation fee.

For this reason, the travel agent shall, in the aforementioned cases, inform the traveller at the address last provided by the traveller of the following in a clear, comprehensible and explicit manner on a permanent data carrier (e.g. paper, e-mail):

- changes in the travel services and, where appropriate, their impact on the price of the package
- the reasonable period within which the traveller must inform the tour operator of their decision and the legal effect of failing to notify the operator of said decision within the reasonable period,
- where appropriate, the replacement package tour offered and its price.

The traveller is advised to submit their decision in writing. If the traveller does not submit a decision within said period, this shall be understood as agreement to these changes.

#### **8. Withdrawal of the traveller**

8.1. The traveller is entitled at any time to withdraw from the contract against payment of a compensation rate (cancellation fee). The travel agent is to be notified of the traveller's with-

drawal - whereby written form is recommended for reasons of proof. The traveller is recommended to notify the relevant party of the traveller's withdrawal via a permanent data carrier (e.g. paper, email).

8.2. For brokered services, such as e.g. individual flights or heliski, the cancellation policy of the particular operator / airline applies. Please note that the cancellation policies, conditions and fees of the respective airlines (e.g. for scheduled / charter flights) apply for air travel brokered by FURTENBACH ADVENTURES.

#### **9. Liability**

9.1. In accordance with Art. 17 PTD, the travel agent is liable for booking errors (e.g. spelling mistakes) provided these are not based on an erroneous or incorrect or incomplete submission of the traveller or due to unavoidable and extraordinary circumstances in accordance with Art. 2 Para. 12 PTD.

9.2. The travel agent is not liable for property damage and financial losses of the traveller in connection with the booking, if they are due to unavoidable and extraordinary circumstances in accordance with Art. 2 Para. 12 PTD.

9.3. The travel agent shall not be liable for the provision of the service they have brokered or for the provision of a service which they have not brokered or promised to broker to the traveller or for additional services booked by the traveller themselves after commencement of the journey.

#### **10. Remuneration of the Travel Agent:**

The travel agent shall be entitled to reasonable remuneration for their services.

10.1. If the traveller wishes to transfer the package travel contract to another person in accord-



ance with Art. 7 PTD, the travel agent is entitled to the actual and not disproportionate costs of the transfer, but in any case a processing fee of EURO 100,00.

10.2. For changes (e.g. rebooking, name change), which are necessary due to incorrect or incomplete information provided by the traveller, the travel agent is entitled to the actual and not disproportionate costs, in accordance with Art. 7 Para. 2 PTD, in any case EURO 100,00 (see 3.5.).

#### **11. Delivery - Electronic Correspondence**

11.1. The delivery/contact address of the traveller is the last address given to the travel agent (e.g. email address). The traveller shall notify the travel agent of changes, immediately. The traveller is advised to notify the agent in writing.

## **B. THE TRAVEL AGENCY AS TOUR OPERATOR**

### **1. Area of Application and Definitions**

1.1. A tour operator is an entrepreneur who either directly or via another entrepreneur or together with another entrepreneur compiles package tours (as defined in Art. 2 Para. 2 PTD) and contractually arranges or offers them (see Art. 2 Para. 7 PTD). 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 diligence of a prudent contractor.

An entrepreneur is any natural or legal person who meets the requirements for an entrepreneur in accordance with Art. 1 KSchG (Consumer Protection legislation) (see Art. 2 Para. 9 PTD).

Hereinafter, company Furtenbach Adventures GmbH is defined as tour operator.

1.2. The General Terms and Conditions shall be deemed to have been agreed, if they have been made available before the traveller is bound to a contract by a declaration of contract or if the traveller was able to view their contents (e.g. on the homepage of the tour operator). They supplement the package travel contract concluded with the traveller. If the traveller is booking for third parties (fellow travellers), they confirm that they have been authorised by said third parties to procure an offer for them, to agree to the general terms and conditions for them and to conclude a package travel contract for them. The traveller, who is making a booking for themselves or a third party, is thus considered to be the client and thus assumes the obligations of the contract with the tour operator (e.g. payments, withdrawal from the contract, etc.) in accordance with Art. 7 Para. 2 PTD, unless another agreement applies.



1.3. A traveller is any person who intends to conclude a contract subject to the provisions of the Package Travel Directive (e.g. package travel contract) or who is entitled to use travel services on the basis of such a contract.

1.4. The catalogue of the tour operator merely serve as advertising material. The package tours and other services listed therein do not constitute offers (cf. 2.2.).

1.5. A package travel contract is the contract for a package tour concluded between the tour operator and the traveller.

1.6. The price of the tour is understood to be the amount to be paid by the traveller as stated in the package travel contract.

1.7. A person with reduced mobility is a person with a physical disability (sensory or motor, permanent or temporary), in accordance with Art. 2 (a) VO 1107/2006 (Rights of disabled persons and persons with reduced mobility), who limits the use of components of the package (e.g. use of a means of transport, accommodation) and as such necessitates the services to be adapted to the special needs of this person.

1.8. Unavoidable and extraordinary or unforeseeable circumstances are defined as incidents/events/occurrences beyond the control of the person referring to them whereby the consequences of said circumstances could not have been avoided even if all reasonable precautions had been taken (e.g. acts of war, serious issues of security such as terrorism, outbreaks of infectious diseases, natural disasters, weather conditions preventing a safe journey, etc.) (cf. Art. 2 Para. 12 PTD).

1.9. The Package Travel Directive and the General Terms and Conditions do not apply to package travel contracts concluded between two entrepreneurs based on a general agreement on the organisation of business trips (e.g. framework contract).

## **2. Role of the Tour Operator**

2.1. In accordance with the information supplied by the traveller, the tour operator compiles travel proposals for the traveller. These are non-binding and as such do not constitute offers in the sense of Art. 4 PTD. If it is not possible to compile travel proposals on the basis of the information provided by the traveller (no different options, no services etc.), then the tour operator shall notify the traveller of this.

The travel proposals are based on the information of the traveller, which is why incorrect and/or incomplete information supplied by the traveller - in the absence of clarification from the traveller - may form the basis of the travel proposals. When compiling travel proposals, it is possible, for example, to use the price, the expertise of the tour operator/service provider, discounts, the best price principle and other factors, if applicable, as parameters (without any claim to completeness).

2.2. If the traveller has a concrete interest in one of the travel proposals submitted to them by the tour operator, the tour operator shall prepare a travel offer on the basis of the travel proposal in accordance with the provisions of Art. 4 PTD, insofar as these are relevant for the trip. The travel offer compiled by the tour operator commits the tour operator. It is possible that the pre-contractual information contained in the travel offer may vary due to price or service changes, provided the tour operator shall inform the traveller clearly, comprehensibly and explicitly of the changes prior to conclusion of the package



travel contract and the changes are made by mutual agreement between the traveller and the tour operator (see Art. 5 Para. 1 PTD). A contract between the tour operator and the traveller is concluded when the travel offer is accepted by the traveller (= declaration of contract by the traveller), which can happen for example through a written confirmation or the booking of a the trip via the online booking form on our homepage.

2.3. The tour operator offers the traveller advice and information based on the information provided to the tour operator by the traveller. The tour operator presents the package tour requested by the traveller to the best of their knowledge, taking into account the customary conditions in the country of destination as well as any special features associated with the package tour (e.g. expedition tours). There is no obligation to provide information on generally known circumstances (e.g. topography, climate, flora and fauna of the desired destination etc.), provided, depending on the type of package tour, there are no circumstances which require separate clarification or clarification of the circumstances is not necessary for the provision and the course or performance of the agreed services. In principle, it must be noted that the traveller consciously chooses a different environment and that the quality, facilities, food (seasoning in particular) and hygiene levels are related to the regional standards/criteria customary for the country/place of destination.

2.4. The tour operator shall inform the traveller in accordance with Art. 4 PTD before the traveller is bound to a package travel contract by a declaration of contract:

a) Of the existence of a package tour by means of a standard information sheet pursuant to Art. 4 Para 1 PTD. In addition, the standard infor-

mation sheet for package travel can be referred to on the website of the tour operator (see our [online booking form](#)).

b) Of the information listed in Art. 4 Para. 1 PTD, insofar as it is relevant to the arranged package travel and it is necessary for the execution and provision of services (e.g. in the case of an exclusively beach holiday no references to sightseeing tours as in the case of study trips etc. are necessary, insofar as these are not part of the agreed services). In addition, this information can be viewed on the homepage of the respective tour operator.

c) Of whether the package holiday to be arranged is generally suitable for persons with reduced mobility, provided that this information is relevant to the package in question (Art. 4 Para. 1 No.1(h) PTD).

d) General passport and visa requirements of the country of destination, including approximate time limits for obtaining visas and for completing health care formalities (Art. 4 Para. 1 No. 6 PTD), provided that this information is relevant to the package in question. 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.

2.5. The tour operator shall inform the traveller of the identity of the operating airline in accordance with Art. 11 of Regulation 2111/05, provided that the identity is already known at the time the contract is concluded. If the operating airline has not yet been determined when the contract is concluded, the tour operator shall inform the traveller as soon as the operating airline has been determined. If there is a change to the operating airline after the conclusion of contract, the traveller will be informed as soon as possible as well.

2.6. Special requests by travellers which are akin to customer preferences (e.g. sea view) are fundamentally non-binding and do not result in a legal claim, provided these requests have not been confirmed by the tour operator as a requirement of the traveller in accordance with Art. 6 Para. 2 No. 1 PTD. If a confirmation is issued, a binding service agreement exists.

Should the tour operator accept a customer preference, this merely represents an agreement to forward said requests to the relevant service provider or to clarify their feasibility and does not constitute a legally binding guarantee as long as it has not been confirmed by the tour operator.

2.7. If the traveller does not book directly with the tour operator (e.g. by visiting the branch, requesting information by telephone or e-mail, etc.), but through a travel agent, the provisions of point 2 of these General Terms and Conditions shall apply.

### **3. Responsibilities of the Travel Agent and Locally Booked Services**

3.1. Travel agents are not authorised by the tour operator to make different agreements, to provide information or make assurances which alter the agreed content of the package travel contract, go beyond the scope of the contractually agreed services of the tour operator or contradict the travel offer. Travel catalogues and internet tenders which have not been published by the tour operator are not binding for the tour operator and the tour operator is not obligated to provide said services provided they have not been made the subject of the travel offer or the content of the service obligation of the tour operator by express agreement between the tour operator and the traveller.

3.2. Services booked on site with a third party tour operator or with service providers who are not accountable to the tour operator are not binding for the tour operator and do not fall within its service obligation and are not attributed to the tour operator unless these services have been expressly confirmed/authorised by the tour operator (see also 20.6.).

### **4. Obligation of the Traveller to Provide Information and Cooperation**

4.1. The traveller is to provide the tour operator - if applicable via a travel agent, if such an agent was used to facilitate the booking - with all personal (e.g. date of birth, citizenship etc.) and factual (e.g. planned carriage/importing of medication, prostheses, animals, etc.) information, which is relevant to the package tour in a timely, complete and truthful manner. The traveller must notify the tour operator of any issues relating to its person or its fellow travellers (e.g. allergies, food intolerance, no travel experience, etc.), and of its and their special needs, in particular with regards to any reduced mobility or health-related issues and other restrictions which may be



relevant for the preparation of travel offers or for the execution of a package tour with the to be agreed travel services (e.g. for hiking trips etc.), if necessary by submitting a complete qualified certificate (e.g. medical certificate).

4.2. In the instance of reduced mobility or other limitations or special needs in accordance with item 4.1 (e.g. requirement of special medication, regular medical treatment, etc.), which would possibly affect the execution of the trip, the traveller is advised to consult a doctor prior to booking as to whether the traveller in question is able to travel.

4.3. If the mobility of the traveller only becomes reduced in the period between contract conclusion and trip commencement or if other restrictions within the meaning of item 4.1 arise during said period, then the traveller must inform the tour operator of this change immediately - for reasons of proof it is recommended to do so in writing - so that the tour operator can decide whether the traveller can still take part in the package tour without endangering themselves or their fellow travellers or whether they are entitled to exclude the traveller and withdraw from the contract. If the traveller does not fulfil their obligation to provide information completely or in a timely manner and the tour operator declares their withdrawal from the contract, the tour operator is entitled to compensation in accordance with the compensation rate.

4.4. The traveller, who is making a booking for themselves or a third party (fellow travellers), is considered to be the client and assumes the obligations arising from the contract with the tour operator (e.g. payment of the fee; only the client is entitled to withdraw from the contract, etc.) in accordance with Art. 7 Para. 2 PTD (see 1.2), unless another agreement applies.

4.5. The traveller is obligated to check all contractual documents (e.g. package travel contract, booking confirmation, vouchers) provided by the tour operator for factual correctness of their details/data and for any deviations (spelling mistakes; e.g. names, date of birth) as well as for incompleteness and, in the event of inaccuracies / deviations / incompleteness, to inform the tour operator immediately for correction - whereby the written form is recommended for reasons of proof. Any additional costs incurred as a result, provided these additional costs are based on incorrect or inaccurate information provided by the traveller, shall be borne by the traveller.

4.6. Should it be impossible to provide the contractually agreed return transport of the traveller due to unavoidable and exceptional circumstances, the tour operator shall bear the costs for the necessary accommodation for a maximum of three nights. This does not apply to travellers with reduced mobility (in accordance with Article 2(a) of Regulation (EC) No 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air) and their co-travellers, pregnant travellers, unaccompanied minors and travellers in need of special medical treatment, provided that the said persons inform the tour operator of their special needs, which did not exist at the time of booking or had not yet to be known to them, 48 hours before the start of the journey (see 4.3.).

4.7. In accordance with Art. 11 Para. 2 PTD, the traveller is obligated to immediately and comprehensively report any perceived deviation from the agreed travel services, including the concrete description of the deviation/issue, in acknowledgement of the respective circumstances, so that the tour operator is able to remedy the deviation, insofar as this is possible



or feasible, depending on the individual case (e.g. time difference, impossibility of contacting the expedition, existence of an alternative or an exchange/upgrade option, etc.), and the associated costs (e.g. cleaning the replacement room, finding a replacement hotel etc.). If a violation of contract occurs the traveller is obligated to immediately report this to the tour operator's representative. If this representative is not available, the traveller must notify the travel agent, if the trip was booked through one, or the tour operator directly. The traveller is advised to notify the tour operator in writing, for reasons of proof in particular. Failure to report a violation of contract shall have an effect on any warranty claims of the traveller if remedial action could have been taken on site and if such reporting could have been reasonably expected. In accordance with Art. 12 Para. 2 PTD, failure to report a deviation can also be considered as contributory negligence in relation to claims for damages (Art. 1304 ABGB (Austrian civil code)). Reporting a deviation does not immediately guarantee services from the tour operator.

4.8. The traveller is obligated to pay the price of the tour agreed within the framework of the package travel contract in full and on time in accordance with the terms of payment. In the event that the deposit or balance payment is not made in due time or is incomplete, the tour operator reserves the right, after issuing a reminder and setting a grace period, to withdraw from the contract and claim additional damages, irrespective of the compensation rate due.

4.9. In the event of claims for compensation or price reductions and the receipt of payments for compensation or price reductions in accordance with Art. 12 Para. 5 PTD (e.g. compensation in accordance with Art. 7 of the Passenger Rights Ordinance) or in the event of the receipt of other payments and services from service providers or

third parties that are to offset the claims for compensation or price reductions of the traveller against the tour operator (e.g. payments by the hotel), the traveller shall inform the travel agent or tour operator of this situation completely and truthfully.

4.10. In the event of a breach of contract, the traveller is fundamentally obligated to minimise the damage (§ 1304 ABGB).

## **5. Insurance**

5.1. When travelling on holiday, it is important to note that valuable objects, important documents etc. should fundamentally not be taken on the trip. In the case of important documents, it is recommended that copies be made and used, provided copies are accepted. It is not possible to exclude the possibility of theft of valuables and therefore the travellers must take responsibility for this risk themselves.

5.2. Organising insurance cover (trip cancellation insurance, trip interruption insurance, luggage insurance, travel liability insurance, health insurance for travel abroad, protection against delays, personal protection, etc.), which guarantees sufficient coverage from the date of the package travel contract until the end of the package tour, is recommended. Additional information on insurance can be found on the tour operator's website.

## **6. Booking/Conclusion of Contract/Payment**

6.1. To conclude the package travel contract an agreement on the basic components of the contract (price, service and date) between the traveller and the tour operator is necessary.

The traveller offers FURTENBACH ADVENTURES the binding conclusion of a travel contract with his registration (e.g. through a written confirmation or the booking via the online booking form). The contract is concluded with the



dispatch of the written package travel contract by FURTENBACH ADVENTURES to the traveller. This gives rise to rights and obligations for both the tour operator and the traveller.

6.2. Unless otherwise agreed, the traveller must transfer a deposit of 20% of the tour price to the account specified in the package travel contract (or to the account specified by the travel agent) immediately after receipt of the package travel contract, but earliest 11 months before the end of the tour. The balance of the tour price must be paid without additional request no earlier than 20 days before the start of the tour. FURTENBACH ADVENTURES will only accept bank transfers as means of payment, unless otherwise agreed.

6.3. If a contract is concluded less than 20 days prior to the departure date, then the entire travel price must be transferred immediately upon receipt of the package travel contract to the account named therein (or to the account details provided by the travel agent).

6.4. If the traveller does not meet their payment obligations according to 6.2. or 6.3., the tour operator reserves the right, after issuing a reminder and setting a deadline, to withdraw from the contract and to claim damages in accordance with the compensation rate.

## **7. Persons with reduced mobility**

7.1. Whether a package tour is specifically suitable for persons with reduced mobility must be clarified in each individual case, whereby the type and extent of the reduced mobility, the nature of the package tour (e. g. adventure tour, study trip, city break etc.), the country/place of destination, the means of transport (e.g. bus, plane, ship etc.) and the accommodation (e.g. hotel, alpine hut, tent etc.) must be taken into account. Persons with reduced mobility must

therefore ask the tour operator whether the chosen package is suitable for their concrete situation. The specific suitability of a package tour for persons with reduced mobility does not mean that all the services contained in the package travel contract can be used without reservation by the person with reduced mobility (e.g. a hotel complex may have suitable rooms and other areas for persons with reduced mobility). However, this does not mean that the entire facility (e.g. use of the pool etc.) is suitable for persons with reduced mobility. If this is the case and the person with reduced mobility decides to book the package tour, the tour operator will keep a handicap record. This serves as the basis of the package travel contract which is to be concluded.

7.2. The tour operator may turn a package travel booking by a person with reduced mobility down if the tour operator and/or one of its agents (e.g. hotel, airline, etc.), having carefully assessed the specific requirements and needs of the traveller, comes to the conclusion that the traveller cannot be transported or accommodated safely and in accordance with the safety regulations or if the tour operator and/or one of its agents concludes that the specific package tour is not suitable for the traveller.

7.3. The tour operator and/or one of its agents (e.g. airline, hotel etc.) reserves the right to refuse carriage/accommodation to a traveller who has failed to sufficiently inform the tour operator of their reduced mobility and/or special needs in accordance with 4.1. and/or 4.3. of the General Terms and Conditions so that the tour operator and/or agent is able to assess the possibility of safe and organisationally practicable carriage/accommodation.

7.4. For reasons of safety, the tour operator reserves the right to stop travellers from partici-



pating in the package who, in the opinion of the tour operator and/or one of its agents (e.g. airline, hotel, etc.), are unable to travel or are not suitable for the package due to the itinerary, the destination, etc., or represent a danger to themselves or others during the package tour.

### **8. Package Travel Contract**

8.1. The traveller shall receive a copy of the contract document or a confirmation of the contract on a permanent data carrier (e.g. paper, email) upon conclusion of a package travel contract or immediately thereafter. If the package travel contract is concluded in the simultaneous presence of the contracting parties, the traveller is entitled to a paper version. In the case of contracts concluded outside business premises in accordance with Art. 3 No. 1 FAGG, the traveller agrees to receive the copy or confirmation of the package travel contract on an alternative permanent data carrier (e.g. e-mail).

8.2. Unless otherwise agreed, the traveller shall be issued with booking receipts, vouchers, tickets and admission passes, information on planned departure times and, if applicable, scheduled intermediate stops, connections and arrival times at the last delivery/contact address provided by the traveller in good time before the start of the package travel. Should the aforementioned documents include any inaccuracies/deviations/incomplete information in accordance with 4.5, the traveller must contact the travel agent or tour operator (see 4.5).

### **9. Substitute Persons**

9.1. In accordance with Art. 7 PTD, the traveller has the right to transfer the package travel contract to another person who fulfils all contractual requirements and is also suitable for the package tour (criteria may include physical condition, (non-)pregnancy, required/ adequate level of vaccination/ vaccination protection,

certain knowledge and skill set, visas, valid entry permits, non-existence of an entry ban, etc.). If the other person does not fulfil all contractual requirements or is not suitable for the package tour, the tour operator may object to the transfer of the contract. The tour operator must be informed of the transfer of the contract via a permanent data carrier (e.g. paper, e-mail) within a reasonable period of 2 months before the start of the trip.

A minimum handling fee of € 100,00 is payable for the transfer of the package travel contract, unless additional costs are incurred. The traveller transferring the package travel contract and the person entering into the contract are jointly liable to the tour operator for the outstanding price of the tour and the minimum handling fee, as well as for any additional costs incurred.

9.2. Many airlines or other carriers or service providers treat changes to the travel date or the name of the traveller as cancellations and calculate them accordingly. If additional costs are incurred, these will be charged to the traveller (in accordance with Art. 7 Para. 2 PTD).

### **10. Price Changes Before Departure**

10.1. In the package travel contract, the tour operator reserves the right to make price changes after conclusion of the package travel contract but no less than 20 days before the first day of the package tour. The tour operator shall inform the traveller clearly, comprehensibly and explicitly via a permanent data carrier (e.g. paper, e-mail) of price changes no less than 20 days before the start of the package tour, stating the reasons for the price change. This information shall be sent to the last address provided by the traveller.

10.2. Changes to the price of the tour are permissible, if the following fees change after conclusion of the contract:



a) costs of passenger transport resulting from the changes to the cost of fuel or other energy sources;

b) the amount of taxes and levies payable on contractually agreed travel services, such as permit fees, residence fees, landing fees, embarkation or disembarkation fees at ports, corresponding airport charges, fees for services at ports or airports and all other state taxes;

c) the exchange rates applicable to the package.

Fee changes can result in price increases or price reductions. With regard to a) any change to the price of the tour shall correspond with the additional amount as calculated by the service provider for bus, train or flight, with regard to b) any change to the price of the tour shall correspond with the full amount of the additional fees, with regard to c) any change to the price of the tour shall correspond to the change in exchange rates.

In the event of price reductions, the amount of the price reduction shall be refunded to the traveller. However, the tour operator can deduct the relevant administrative expenses from this figure. At the traveller's request, the tour operator shall provide proof of said administrative expenses.

10.3. In the event of an increase of more than 8% of the travel price (as per Art. 8 PTD), 11.4. shall apply. The traveller reserves the right to accept the increase as an amendment to the contract, to agree to taking part in an alternative trip - if offered - or to withdraw from the contract without being obligated to pay a compensation rate. Insurance premiums which have already been paid cannot be refunded to the traveller.

## **11. Changes to the Service Prior to Commencement of Travel**

11.1. The tour operator may make insignificant changes to the provided services, provided they have reserved the right to do so within the contract or if the nature of the tour requires these changes (e.g. expedition tour). The tour operator or the travel agent, provided the package tour has been booked via such an agent, shall inform the traveller clearly, comprehensively and explicitly of the changes via a permanent data carrier (e.g. paper, e-mail) at the address last notified by the traveller.

11.2. Insignificant changes are defined as (whereby this is to be judged in each individual case) minor, objectively justified changes which do not significantly change the nature and/or the duration and/or the service content and/or the quality of the booked package travel.

11.3. Significant changes, which the tour operator is forced to make, may result in a significant reduction in the quality or value of the travel services, if the changes affect essential features of the travel services and/or influence the package travel and/or travel execution. Whether a change or reduction in the quality or value of travel services is to be defined as significant or not, must be assessed on a case-by-case basis, taking into account the nature, duration, purpose and price of the package tour as well as the intensity, duration and cause of the change and, where appropriate, whether any party can be made responsible for the circumstances that led to the change.

11.4. If, in accordance with Art. 9 Para. 2 PTD, the tour operator is moved to make such aforementioned significant changes to the central features of the travel services which define the nature and purpose of the package travel (cf. 4 Para. 1 No. 1 PTD) or if the tour operator is



unable to fulfil the requirements of the traveller, which were expressly confirmed by the tour operator, or if the tour operator increases the total price of the package by more than 8% in accordance with the provisions of Art. 8 PTD, the traveller may

- agree to the suggested changes within a reasonable certain period, as defined by the tour operator, or
- agree to participate in an alternative tour, provided this is offered by the tour operator, or
- withdraw from the contract without paying a cancellation fee.

For this reason, the tour operator shall, in the aforementioned cases, inform the traveller at the address last provided by the traveller of the following in a clear, comprehensible and explicit manner on a permanent data carrier (e.g. paper, e-mail):

- changes in the travel services and, where appropriate, their impact on the price of the package
- the reasonable period within which the traveller must inform the tour operator of their decision and the legal effect of failing to notify the operator of said decision within the reasonable period,
- where appropriate, the replacement package tour offered and its price.

The traveller is advised to submit their decision in writing. If the traveller does not submit a decision within said period, this shall be understood as agreement to these changes.

## **12. Itinerary/Changes**

12.1. It is possible that the package tour may deviate from the advertised or contractually agreed route, the stops on the trip may be moved or brought forward and/or the planned sightseeing tours may be cancelled or changed

due to environmental and weather influences (e.g. rain, wind, avalanches, mud slides, etc.), natural disasters (e.g. earthquakes, floods, hurricanes, etc.), border closures, government regulations, traffic issues, changes in flight times, terrorist attacks, power failures, opening hours changed at short notice, etc. (without any claim to completeness). In such cases, the tour operator will endeavour to offer equivalent alternatives or, if necessary, to make up for omitted activities elsewhere.

## **13. Warranty**

13.1. If there is a breach of contract because an agreed travel service has not been provided or has not been provided adequately (= in violation of the contract), the tour operator shall remedy the breach of contract providing the traveller or their fellow travellers (e.g. family members) have not themselves prompted said breach and/or are not in violation of their duties to cooperate and/or the remedial action is not impeded by the traveller and/or the remedial action would not be impossible or would not be associated with disproportionate costs. The traveller must give the tour operator a reasonable deadline by which the breach of contract must be remedied, whereby the deadline must be assessed in each individual case, based on the type/purpose/duration of the package tour, the notified breach of contract, the time of notification (e.g. late in the evening etc.), as well as the time required to procure an alternate solution e.g. an object (relocation etc.). A deadline must be communicated to the representative of the tour operator on site or, if such a representative does not exist and/or is not contractually owed, directly to the tour operator.

13.2. If the traveller fails to comply with their duty to provide information in accordance with item 4.7. or their duty to cooperate (e.g. to view an alternative room offered by the tour operator



or to pack their suitcases in order to change rooms etc.) or they set an unreasonably short deadline for the tour operator to remedy the breach of contract or they do not support the tour operator within the scope of what is reasonable in remedying the breach of contract or they improperly refuse the alternative services offered by the tour operator to remedy the breach of contract, the traveller shall bear the adverse legal consequences (see point 4.7.).

13.3. If the tour operator does not withdraw from the package tour, despite being unable to provide services due to unavoidable and extraordinary circumstances (see 17.1.) but instead offers replacement services, the additional costs incurred as a result shall be borne by the traveller.

#### **14. Withdrawal by the Traveller without Payment of a Compensation Rate**

14.1. The traveller may withdraw from the package travel contract before the start of the package tour - without paying a cancellation fee - in the cases referred to in point 11.4.

The tour operator is to be notified of the traveller's withdrawal - whereby written form is recommended for reasons of proof.

#### **15. Withdrawal by the Traveller with Payment of a Cancellation Fee**

15.1. The traveller is entitled at any time to withdraw from the contract against payment of a compensation rate (cancellation fee). The tour operator is to be notified of the traveller's withdrawal - whereby written form is recommended for reasons of proof. If the package tour was booked through a travel agent, then the traveller can also notify said agent of the withdrawal. The traveller is recommended to notify the relevant party of the traveller's withdrawal via a permanent data carrier (e.g. paper, email).

15.2. The cancellation fee shall be calculated as a percentage of the price of the tour and shall be based on the price at the time the cancellation is made together with the expected savings in terms of expenses and additional earnings from reusing the travel services.

15.3. Depending on the type of package tour, the following cancellation fees apply per person:

Basically, the following cancellation fees apply:

until 30 days prior to departure.....	30%
29 - 20 days prior to departure.....	40%
19 -10 days prior to departure.....	70%
9 - 4 days prior to departure.....	80%
from the 3rd day prior to departure (72 h.)..	100%
on the day of departure.....	100%

of the tour fee.

For expeditions to 7.000 and 8.000 meter peaks the following fees apply for cancellations on the part of the client prior to travel: until 3 months prior to departure 50%, within 3 months prior departure 100% of the tour fee.

For brokered services, such as individual flights or heliski, the cancellation policy of the particular operator / airline applies. Please note that the cancellation policies, conditions and fees of the respective airlines (e.g. for scheduled / charter flights) apply for air travel brokered by FURTENBACH ADVENTURES.

FURTENBACH ADVENTURES can not be held responsible if the entry to a country or issue of a visa, a mountain permit or a permit to travel through a specific area is refused to a participant. In such a case the above-mentioned cancellation policy will be applied. It's the responsibility of each participant to check prior his/her booking, if the necessary permits can be obtained by him/her.



**16. No-show**

16.1. A no-show applies when the traveller does not leave the country because they do not wish to travel or they do not leave the country due to an action which they are responsible for or due to a random event that happened to them. If it becomes clear that the traveller is no longer able or willing to utilise the remaining travel services, they must pay the following compensation rate: 100% of the tour fee.

**17. Withdrawal of the Tour Operator Before the Start of the Trip**

17.1. The tour operator may withdraw from the package travel contract before the start of the package tour if they are prevented from fulfilling the contract due to unavoidable and extraordinary circumstances and the traveller receives the notification of the withdrawal without delay at the last delivery/contact address provided by the traveller, prior to the start of the package tour (see Art. 10 Para. 3 (b) PTD).

17.2. 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 delivery/contact address provided by the traveller, within the period specified in the contract, but no later than:

- a) 20 days before the start of the package tour for trips lasting more than six days,
  - b) seven days before the start of the package tour for trips between two and six days,
  - c) 48 hours before the start of the package tour for trips lasting less than two days,
- (see Art. 10 Para. 3 (a) PTD).

If the tour requires a minimum number of participants, the minimum number of participants will be stated in the individual travel information. Unless otherwise specified, a minimum of 6 participants is required for tours to take place.

17.3. If the tour operator withdraws from the package travel contract in accordance with items 17.1. or 17.2., they will refund the price of the tour to the traveller, but they will not be obligated to pay any additional compensation.

**18. Withdrawal of the Tour Operator after the Start of the Trip**

18.1. The tour operator shall be released from their obligation to fulfil the contract without being obligated to refund the price of the tour if the traveller has prevented the package tour from taking place due to grossly improper behaviour (e.g. alcohol, drugs, non-observance of a smoking ban, disregarding certain clothing regulations e.g. when visiting religious sites or eating food, illegal behaviour, disruptive behaviour towards fellow travellers, non-compliance with the instructions of the tour guide (e.g. regular late arrival etc.)), despite receiving a warning, with the result that the itinerary is disrupted or fellow travellers are affected to such an extent that it is possible that the holiday relaxation of third parties or fellow travellers is affected or the purpose of the trip is negated. In such a case the traveller is obliged to compensate the tour operator for the resulting damages.

**19. General risk to the traveller**

19.1. A package tour usually entails a change in the familiar surroundings. The associated general risks to the traveller, such as (without claiming completeness) stress, nausea (e.g. due to climatic changes), fatigue (e.g. due to a humid climate), digestive problems (e.g. due to unfamiliar spices, food etc.), and/or any risk associated with the trip, for example (without claiming com-



pleteness) earache during diving trips, altitude sickness during high-altitude trips, seasickness during cruises and much more, are borne by the traveller and are not attributable to the tour operator.

19.2. If, for the above-mentioned reasons, the traveller does not use the services which have been offered to them in accordance with the contract or if they decide to withdraw from the contract for such a reason, they are not entitled to assert warranty claims or claims for compensation for the unused portions of the travel services.

## **20. Liability**

20.1. If the tour operator or service providers which are answerable to the tour operator culpably violate the obligations incumbent on the tour operator, in accordance with the contract with the traveller, then the tour operator shall be obligated to compensate the traveller for the resulting damages.

20.2. The tour operator is not liable for personal, material and financial damages of the traveller which occur in connection with booked services, provided that they

- a) occur as a result of a general risk to the traveller or a possible general risk associated with the package tour, which are risks to be borne by the traveller (cf. 19.)
- b) can be attributed to the fault of the traveller;
- c) are attributable to a third party who is not involved in the provision of the travel services in accordance with the package travel contract and the breach of contract was neither foreseeable nor avoidable; or
- d) are due to unavoidable and exceptional circumstances.

20.3. Based on Art. 13 of the Directive (EU) 2015/2302 (Package Travel Directive) in accordance with Art. 6 Para. 1 No. 9 KschG (Consumer Protection legislation), for material and financial damages of the traveller caused by unforeseeable and / or unavoidable circumstances, which the tour operator did not have to reckon with, as well as for excusable mistakes through to negligence, the liability is limited to three times the price of the tour.

20.4. In the instance of trips associated with particular risks (e.g. expeditions), the tour operator is not liable for consequences which arise as a result of the materialisation of said risks, provided they take place outside the tour operator's area of responsibility. The obligation of the tour operator to carefully prepare the package tour and to carefully select the persons and companies entrusted with the provision of the individual travel services remains unaffected.

20.5. The traveller must obey laws and regulations, instructions and orders of the staff on site, as well as rules and restrictions (e.g. bathing restriction, diving restriction etc.). Should the traveller fail to observe any of the above stipulations, the tour operator is not liable for any resulting damages to the person or property of the traveller or damages to the person or property of third parties.

20.6. The tour operator shall not be liable for the provision of the service which they have not confirmed or for additional services booked by the traveller themselves on site after commencement of the journey with a third party or a service provider for whom the tour operator is not accountable.

20.7. The traveller is advised not to take any objects of special importance with them. Fur-



thermore, it is recommended that luggage is properly stored and insured (cf. 5.1.).

20.8. Insofar as the Montreal Convention on International Carriage by Air 2001, the Athens Protocol 2002 to the Athens Convention on Carriage by Sea 1974 or the Convention on International Carriage by Rail 1980 as amended in 1999 restrict the scope of compensation or the conditions under which a provider of a travel service covered by the package travel contract is liable to pay compensation, these restrictions shall also apply to the tour operator (see Art. 12 Para. 4 PTD).

## **21. Assertion of Claims**

21.1 In order to facilitate the assertion and verification of alleged claims, it is recommended that the traveller obtain written confirmation of non-performance or inadequate performance of services or secure evidence, proof and witness statements.

21.2. Warranty claims can be asserted within 2 years. Claims for damages expire after 3 years.

21.3. In the interest of the traveller, it is advisable to assert claims directly with the tour operator or via the travel agent comprehensively and concretely immediately after returning from the package tour, since longer delays are associated with more difficulties in proving claims.

## **22. Delivery - Electronic Correspondence**

The delivery/contact address of the traveller is the last address given to the tour operator (e.g. email address). The traveller shall notify the tour operator of changes, immediately. The traveller is advised to notify the operator in writing.

## **23. Providing information to third parties**

23.1. Information as to the names of the travellers and the whereabouts of travellers shall not

be disclosed to third parties, even in urgent cases, unless the traveller has explicitly requested the provision of information and the recipient is disclosed at the time of booking. The costs arising from the transmission of urgent messages shall be borne by the traveller. It is therefore recommended that travellers provide their relatives with the exact holiday address.

## **C. FURTENBACH ADVENTURES Supplementary Travel Terms and Conditions**

### **1. Heightened Risk Factor on Mountain Expeditions and Adventure Tours**

On all expeditions / trips, participation is based on independent climbing / travelling. All expeditions or trips are at your own risk, under the direction and leadership of the respective mountain/ hiking/ expedition/ tour guide. A significant degree of caution and care is expected of each participant. Expeditions and adventure travel naturally pose an increased level of overall risk which may lead to an heightened chance of accidents and/or injuries, which can not be completely prevented even by careful planning and precautionary measures. FURTENBACH ADVENTURES accepts no responsibility for accidents, damages or other irregularities that occur during a tour. The tour participant acknowledges this with the submission of their application. The conditional, health and technical requirements for participants - referred to in the description of each trip - are to be taken seriously. FURTENBACH ADVENTURES prepares all trips conscientiously. However, there is no guarantee regarding summit successes or fulfillment of subjective travel goals. It is in the nature of the trips that a certain residual risk and uncertainty exists for participants. In some countries, for a lack of alternatives, local transportation will need to be used which may not meet European or American safety standards.



This may pose additional risk which FURTENBACH ADVENTURES has no control over and for which it can not accept any liability. In case of unforeseen events program modifications are expressly reserved.

## **2. Group Leadership and Participants' Obligations**

The group is led by an expedition or tour guide appointed by FURTENBACH ADVENTURES. The guide's decisions and instructions during the trip are in the interest of the group and must be followed. Should a participant repeatedly oppose the decisions of the guide, he/she may be excluded from the tour by the guide. The excluded participant is responsible for departing at their own expense as soon as circumstances allow. The excluded participant has no right to claim financial reimbursement from the organizer. If the expedition or tour guide becomes unavailable before the trip, the operator will provide a substitute or cancel the trip. If the expedition or tour guide becomes incapacitated during the expedition / trip due to accident, illness, etc. FURTENBACH ADVENTURES must be notified immediately, so that FURTENBACH ADVENTURES can appoint and dispatch a new expedition or tour guide as soon as possible.

In the interest of a successful tour, all participants are expected to practice mutual recognition and helpfulness. Participants also undertake to observe the laws, manners and customs of host countries. In the interests of participants' families and relatives, no information regarding the tour (or any accidents which may occur during the tour) is to be passed on to the public or to the media without the tour guide's express prior consent. This includes information regarding the events and circumstances leading up to the accident as well as the identities of those involved. Furthermore, all participants agree not

to make any privately received information or messages public.

## **3. Liability**

The client shall be liable without exception for all culpably caused damages or injuries to persons and/or property and is to release FURTENBACH ADVENTURES from any liability toward third parties and from any claims made against FURTENBACH ADVENTURES by third parties arising from the participants' actions.

## **4. Services**

The scope of services can be found in the detailed program valid for the travel period as well as in the information contained in the travel confirmation. FURTENBACH ADVENTURES reserves the right to modify the original information on justifiable grounds, due to unforeseeable circumstances which may arise after the signing of the contract. The character of an expedition / adventure tour may deviate from the original description under certain circumstances. This is especially true with changing road and route conditions, schedule changes, overbooked accommodation, extreme weather conditions, bureaucratic arbitrariness (e.g. visa-granting), etc. Travel and tour descriptions represent the planned itinerary, without specifying the actual itinerary in detail.

## **5. Entry Requirements**

If it is possible, we will inform you of important changes to the general requirements as described in the detailed information prior to commencing travel. However, you alone are responsible for compliance with passport, customs, currency and health regulations on your own costs. All costs and damages arising from non-compliance with these regulations shall be at your expense, even if these regulations should be altered after booking. FURTENBACH ADVENTURES is not liable for the timely issue or



necessary visas from the respective diplomatic representation, unless the tour participant has expressly commissioned FURTENBACH ADVENTURES for this purpose, and FURTENBACH ADVENTURES was responsible for any delay or lack of access.

FURTENBACH ADVENTURES can not be held responsible if the entry to a country or issue of a visa, a mountain permit or a permit to travel through a specific area is refused to a participant. In such a case the above-mentioned cancellation policy will be applied. It's the responsibility of each participant to check prior his/her booking, if the necessary permits can be obtained by him/her.

## 6. Flight Schedule Changes

For domestic flights in countries with mountainous regions, flight cancellations or flight schedule changes may occur due to weather conditions or other reasons. FURTENBACH ADVENTURES is not liable for a resulting need to re-book or for additional fees which may arise due to these conditions.

## 7. Travel Insurance

It is mandatory that our clients ensure they have travel insurance. Upon registration, the participant confirms to be adequately insured against all of the expedition / travel risks and dangers, such as illness, accident, baggage, rescue, repatriation and theft. FURTENBACH ADVENTURES also strongly recommends taking out travel cancellation insurance.

## 8. Package Travel Directive & Insolvency Insurance (RSV & Insolvenzversicherung (vgl. deutscher „Reisesicherungsschein“, s.u.))

FURTENBACH ADVENTURES LTD is registered in the Tour Operator Directory of the Federal Ministry of Science, Research and Eco-

nomics (Veranstalterverzeichnis des Bundesministeriums für Wissenschaft, Forschung und Wirtschaft). Details on the business entitlement of Furtenbach Adventures GmbH can be found on the website <https://www.gisa.gv.at/abfrage> with GISA number 21322426.

A clients' deposits for package tours offered by the tour operator are protected under the following conditions: payment is made less than eleven months prior to the end of the trip and is a maximum of 20 % of the price. The balance must be paid no earlier than 20 days prior to departure – against delivery of travel documents to the traveler. Any additional or early prepayments or residual payments may not be demanded and are not covered. FURTENBACH ADVENTURES has insured all participants in the event of insolvency by means of a bank guarantee with the liability number 70.045.315 deposited with the Raiffeisen Bank Kematen, Sandbichlweg 2, 6175 Kematen in Tirol, Austria. This insurance covers the already paid tour price, limited by the total amount of outstanding guarantees. If the bank guarantee is not sufficient to cover all claims, these will be covered proportionally. All claims need to be asserted within 8 weeks from the occurrence of an insolvency with the competent liquidator:

Europäische Reiseversicherung AG, Kratochwjlestraße 4, 1220 Vienna, Austria, Tel.: +43 (1) 317.2500, Fax: +43 (1) 319.9367

Note to German customers: Instead of the Travel Insurance Certificate (Reisesicherungsschein) common to Germany, Austrian legislation requires an entry in the Tour Operator Directory of the Ministry of Science, Research and Economics (the Austrian BMWFW). This simultaneously entails the protection of customer funds via bank guarantee.



**9. Data Protection and Copyright**

Photos and videos taken by representatives or employees of FURTENBACH ADVENTURES during tours and excursions are the copyrighted property of FURTENBACH ADVENTURES. FURTENBACH ADVENTURES and his business partners reserves the right to use this material for advertising purposes, even if participants are recognizable, without the need for FURTENBACH ADVENTURES and his business partners to financially reimburse these participants. FURTENBACH ADVENTURES is entitled to disclose the names and addresses of participants to other participants and to FURTENBACH ADVENTURES business partners.

**10. Applicable Law**

Austrian law is applicable to the contractual relationship between the customer and FURTENBACH ADVENTURES.

**11. General Information**

The place of fulfilment and jurisdiction is the registered location of FURTENBACH ADVENTURES. Unless inconsistent with mandatory legal provisions, the exclusive legal venue and place of jurisdiction for all types of proceedings or disputes arising from the contractual relationship between the client and FURTENBACH ADVENTURES will be Innsbruck, Austria.

Verbal agreements with a FURTENBACH ADVENTURES intermediary, with FURTENBACH ADVENTURES, or with a guide employed by FURTENBACH ADVENTURES are only effective if they are confirmed in writing by FURTENBACH ADVENTURES. Guides are not authorized to provide assurances or warranties which deviate from the contract with FURTENBACH ADVENTURES. Printing and calculation errors can be corrected by FURTENBACH ADVENTURES at any time.

Should any of the above provisions be invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by one which is valid and effective, and which suitably reflects the purpose of the invalid provision.

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