



## TERMS AND CONDITIONS

### Completion of the travel booking contract, confirmation of booking:

When you request a booking, you - as a client - enter a binding contract with Claudia Weymayer-Czaak, travelbear, Robert Lachgasse 50/7, 1210 Vienna, Austria. This can be made only in written form. The requester now enters a contract obligation for all participants which were mentioned in the inquiry. The reservation contract is binding as soon as we confirm to you the booking and the price of your journey in written form.

### Payment:

10% of the total costs of the reservation are to be paid upon confirmation of the booking. The prepayment will be counted against the price of the journey. The outstanding balance has to reach us 14 days before departure. You will not receive the travel documents until the reservation has been fully paid. If this amount has not been paid in full, we are not obliged to deliver the documents. Further, we are allowed to withdraw from the reservation contract or claim damages for default. Cancellation charges have to be paid immediately.

Payments may be made by direct deposit or credit card: Visa, Mastercard, American Express.

### Contract alterations:

**Price variation:** The travel organiser reserves the right to increase the prices confirmed at the time of booking, provided that this is for reasons beyond his or her control and that the date of travel is more than two months after the completion of the contract. Such reasons may be the increase of fuel, rates, fees, taxes and exchange rates. Additional reasons for an increase in price must be declared when the contract is concluded. Price revisions may only take place within the two month period, if the reasons are detailed at the time of booking and stated on the booking document. The client must be informed of any price increases and their cause. If the cost of travel is increased by more than 10%, the client is entitled to withdraw from the contract without any cancellation charge.

**Changes in services after commencement of travel:** If the travel program cannot be carried out after the start of travel because of any unforeseeable and –despite all due care – unavoidable reason, then the travel organiser (tour escort or his or her representative) will do his or her best to offer alternative arrangements so that the character and, as far as possible, the purpose of the travel program remain intact. If this is not possible the travel organiser will try to provide alternative services to the best possible conditions, providing the client gives his or her consent to it. If this is not possible either, the client is entitled to a refund of the full cost of the amount including the total travel cost for the non-delivered service. The client must also be brought back, providing that a return transportation is included in the contract.

### Cancellation by the client, change of reservation or in person travelling:

You are entitled to cancel your travel arrangement at any time. The cancellation needs to be made in written form and must be confirmed by the travel organiser. In this case cancellation fees may occur.

### Cancellation fees for hotel bookings:

- Up to 23 days prior to departure 20%, however at least EUR 25,- per person,
- Up to 22–16 days prior to departure 30%,
- Up to 15–8 days prior to departure 50%,
- Up to 7–4 days prior to departure 65%
- Up to 3–1 days prior to departure 80%.
- On the day of departure or in case of absence (No-show) 95%.

**Cancellation fees for package tours:** Up to 16 days prior to departure 75%, After 15 days prior to departure 95%

**Cancellation fees for ticket reservations:** tickets for operas, concerts and other events are non-refundable once issued or purchased.

If suppliers like rail companies have other cancellation fees the client will be informed about this fact.

In case of cancellation or other non-purchases of transport documents or other service vouchers, a refund according to our conditions can only be carried out, if the original of the transport document resp. service voucher is returned to us.

### Alteration fees:

#### for hotel bookings:

- Up to 14 days prior to departure EUR 25,- per person,

- Up to 3 days prior to departure 40%,
- After 3 days prior to departure 75%,

#### for package tours:

- Up to 16 days prior to departure 65%,
- After 15 days prior to departure 85%

Up until the start of the travel reservation, the traveller can request that a third person enters into the rights and obligations of the travel contract instead of him or herself. The travel organiser can refuse to accept the third person if this person does not fulfil any necessary requirements for travel or his or her participation is against legal regulations or official instructions. If a third person should enter into the contract then both he or she and the original traveller are jointly liable to the travel organiser for the payment of the costs of the travel arrangements and any additional costs which may be occurred by making this change.

If you are unable to consume certain travel services because you had to end your stay before the planned date or for other urgent reasons, we will try to obtain a refund for the unused services from our suppliers. This is not possible if the services are totally insignificant or if a refund would be against legal or official regulations.

### Annulment of contract due to unusual circumstances:

If the travel arrangements are complicated, endangered or negatively affected by circumstances beyond our control which were unforeseeable when the contract was completed, then both you - the traveller - and we - the travel organiser - may terminate the contract. If the contract is terminated, we are entitled to demand appropriate compensation for services which have already been consumed or which are yet to be delivered in order to end the travel arrangements.

### Tour cancellation:

The travel organiser reserve the right to cancel escorted tours up to 8 weeks before departure if the required number of persons is not reached. In this case the deposit will be paid back to the client.

### Special requests:

The travel organiser should be advised at time of booking of any dietary requirements or special requests, such as bedding preferences, non-smoking rooms, etc. Whilst we can not guarantee, we will endeavour to honour these requests when possible.

### Passports and Visas:

For travelling to Europe citizens from overseas must hold a current passport which must be valid for at least six months after your departure. It is the responsibility of the client to obtain the required visas prior to departure. Failure to do so which results in the need to cancel travel arrangements will incur normal cancellation penalties.

### Insurance:

Cancellation conditions are strictly enforced; therefore we recommend that you carry comprehensive travel insurance which covers cancellation due to unforeseen circumstances or those beyond your control.

### Unused tour items:

No refunds of credits will be made for any unused accommodation, missed meals, transportation segments, cruise portions, sightseeing tours or any other service.

### Court of jurisdiction:

Claims against the travel organiser should be made to the company headquarters in Vienna/Austria.

### Reisebüro-Sicherungs-Verordnung (Kundengeld-Absicherung gemäß EU-Richtlinie)

Claudia Weymayer-Czaak, travelbear is registered in the index of tour operators of the Federal Ministry for Economic Affairs and Employment under 2011/0019.

The hedge is provided by bank guarantee. The liquidator according to §3/Zif.2 RSV is the EUROPÄISCHE Travelinsurance AG, Augasse 5-7, 1090 Vienna, Tel.: +43 1 31272500, Fax: +43 1 3199367.

In case of insolvency all claims must be reported to the liquidator within 8 weeks of the insolvency.

The "general terms and conditions" of the Austrian chamber of commerce apply.