

## TERMS & CONDITIONS

### TIME DMC – STRISCO TOURS GMBH

#### A. Scope of application

The following General Terms and Conditions of Travel (ARB) apply to all business relationships between Strisco Tours GmbH (hereinafter also referred to as Strisco) and our customers (hereinafter referred to as travelers). The version valid at the time of conclusion of the contract shall be decisive. Deviating, conflicting, or supplementary general terms and conditions shall not become part of the contract, even if they are known, unless their validity is expressly agreed to in writing.

Travelers are persons who conclude a contract or a preliminary contract for travel services with us as a travel agent or tour operator, or any other person on whose behalf that person enters into a contract, and any person who assigns their claims to one of these persons (the purchaser).

#### 1. General information

The following provisions apply to all trips organized or arranged by Strisco Tours GmbH that fall under the Package Travel Act (PRG).

#### 2. Conclusion of contract

2.1. The traveler receives a personalized offer from Strisco and, by accepting it, accepts the pre-contractual information according to the standard information sheet and the validity of these ARB. Registration can be made in writing or by telephone. In the case of telephone orders, the pre-contractual information is provided verbally. Telephone bookings made after all information has been provided verbally are legally binding.

2.2. The contract between the traveler and Strisco Tours GmbH is concluded at the time when the registration is confirmed by Strisco Tours GmbH by means of the delivery or sending of a written acceptance and a booking confirmation. The contract document reflects the entire content of the contract, in particular all pre-contractual information. Both the pre-contractual information and the ARB become part of the contract.

2.3. In the event of simultaneous registration of several travelers, the person who makes the registration is liable for payment of the invoice amount. It is assumed that the person is acting on their own behalf.

#### 3. Information obligations

3.1. As a travel agent or tour operator for package tours, we are obliged, among other things, to inform travelers about the applicable passport, visa, foreign exchange, customs, and vaccination regulations in connection with the package tour. However, each participant is responsible for complying with these regulations. It is assumed that a valid passport is generally required for travel abroad.

#### 4. Payment

A deposit of 20% of the total price is payable upon registration, but no earlier than eleven months before the agreed end of the trip. The remaining payment must be received in the account of Strisco Tours GmbH no earlier than 20 days before the start of the trip, without further request, in exchange for the travel documents. Strisco Tours GmbH expressly reserves the right to cancel the booking for the traveler at their expense if the payment deadlines are not met.

#### 5. Transfer and amendment of the package travel contract

5.1. Transfer: The traveler may transfer the package travel contract to a person who fulfills all contractual conditions if he informs Strisco Tours GmbH of the transfer in writing or by email within a reasonable period of at least seven days before the start of the package tour. Reasonable processing fees and other necessary fees, charges, and costs may be charged for



the transfer. If replacement participants are provided, rebooking fees will be charged, the amount of which depends on the respective service providers, but is at least €35 per person. The traveler who transfers the package tour contract and the person who enters into the contract are jointly and severally liable for the outstanding amount of the tour price as well as for the costs, charges, and fees incurred by the transfer.

5.2. Price changes: After conclusion of the package travel contract, a price change of up to 8% of the total price is always possible if Strisco Tours GmbH informs the traveler of this on a durable medium at least 20 days before the start of the package tour, stating the reasons for the price increase and providing a calculation for it. In addition, a price increase is always possible if the price change results directly from a change

a) in the price of passenger transport due to the cost of fuel or other energy sources.

b) the amount of taxes and charges payable for the contractually agreed travel services, which are levied by third parties not directly involved in the provision of the package tour, including accommodation fees, landing fees, embarkation or disembarkation fees in ports and corresponding fees at airports, or

c) the exchange rates applicable to the package tour.

In the event of a price reduction, Strisco Tours GmbH may deduct actual administrative expenses from the refund owed to the customer.

5.3. Other changes: Other insignificant changes to the package tour contract by Strisco Tours GmbH are permissible and shall be accepted by the traveler.

## **6. Rights of withdrawal before the start of the package tour**

6.1. Right of withdrawal of the traveler due to changes: If Strisco is forced to make significant changes to an essential travel service, or if any special requirements of the traveler cannot be met, or if Strisco has to increase the travel price by more than 8%, Strisco will inform the traveler immediately and the traveler may agree to the change within 14 days of notification or withdraw from the contract without paying compensation. If the traveler does not make a statement within 14 days, this shall be deemed as acceptance of the change. In the event of withdrawal from the package travel contract, the customer may agree to a different trip as a replacement if we offer this. Otherwise, we will refund the customer all payments made to date within 14 days of the withdrawal notice. If the changes to the package travel contract or the package tour offered as a replacement result in a reduction in the quality or cost of the package tour, our customer is entitled to an appropriate price reduction.

### **6.2. Cancellation:**

6.2.1. The traveler may withdraw from the package tour contract at any time prior to the start of the package tour without giving reasons. Changes to dates requested by the traveler shall be considered a cancellation and a new booking.

6.2.2. In the event of cancellation by the traveler, the following cancellation fees shall apply:

up to 46 days prior to arrival: free of charge

from 45 to 31 days before departure: 20%

from 30 to 15 days before departure: 50%

from 14 to 4 days before departure: 80%

from 3 days before departure: 100%

of the respective travel price, but at least the deposit.

6.2.3. The date of receipt of the declaration by Strisco is decisive for the calculation of the cancellation fee.

6.2.4. The traveler may withdraw from the travel contract without paying compensation only if he/she can prove that unavoidable or extraordinary circumstances have arisen at the destination or in its immediate vicinity which significantly impair the performance of the package tour or the transport of persons to the destination. In this case, the traveler is entitled to a refund of payments already made but is not entitled to compensation. Any consulting and service fees are not part of the package tour and will not be refunded.



6.2.5. In accordance with point 4, Strisco is free to cancel the contract at the traveler's expense if the payment deadlines are not met.

6.3. Failure to commence the trip: If a traveler fails to depart because they do not wish to travel, or if they miss their departure due to their own negligence or due to an accident that has befallen them, at least 85% of the trip price may be retained.

6.4. Strisco's right of withdrawal: Strisco may withdraw from the package travel contract before the start of the package tour against full reimbursement of all payments made for the package tour, but without payment of additional compensation, if

a) fewer than the required minimum number of participants (usually 20 people) have registered for the package tour and a notice of withdrawal is sent to the customer 20 days before the start of the package tour for trips lasting more than six days, seven days before the start of the package tour for trips lasting between two and six days, 48 hours before the start of the package tour for trips lasting less than two days, or

b) Strisco is prevented from fulfilling the contract due to unavoidable and exceptional circumstances and our notice of cancellation is received by the customer immediately, but no later than before the start of the package tour.

6.4.2. If Strisco decides to go ahead with the package tour even though the minimum number of participants (usually 20 people) has not been reached, the customer accepts minor deviations from the service catalog.

6.5. Refund: In the event of cancellation, Strisco shall refund the traveler any payments already made—less any flat-rate compensation—within 14 days. The traveler shall not be entitled to any further claims for damages.

## **7. Customer money protection in accordance with the Package Travel Regulation (PRV) (applies for B2C bookings only)**

Customer money protection in accordance with the Package Travel Regulation (PRV) Strisco Tours GmbH is protected in the event of insolvency by a guarantee from Volksbank Tirol, Innsbruck-Schwaz AG, Meinhardstrasse 1, 6020 Innsbruck (guarantee number 49452). The administrator is Europäische Reiseversicherung AG, Kratochwilstraße 4, 1220 Vienna, telephone +43 1 3172500. Claims must be reported to the administrator within 8 weeks of the occurrence of one of the events specified in § 1 (3) PRV, otherwise the claim will be forfeited. Customer funds may not be accepted earlier than 11 months before the agreed end of the trip. A deposit to be paid earlier than 20 days before departure may not exceed 20% of the trip price. Details on the authorization to provide travel services and insolvency protection can be found at [www.gisa.gv.at/abfrage](http://www.gisa.gv.at/abfrage) under GISA number 27539224.