



## Terms and Conditions of Travel

EUROFUN TOURISTIK GMBH (hereinafter referred to as "EUROFUN") is active on the market of active travels with its brands EUROBIKE, EUROHIKE and EUROAKTIV. EUROFUN may offer the travels both as the organiser and the travel agent. In the event of agency services, the travel contract is concluded with the local organiser, whereby the travel terms and conditions may deviate from the EUROFUN Terms and Conditions of Travel in this case. Travellers are able to obtain any and all information required in this context and which is adjusted to the relevant travel prior to concluding a contract. Together with the attached privacy policy, the information about the procedure to settle consumer disputes and the corresponding legal provisions, the terms and conditions of travel hereinafter will become part of a travel contract concluded between the traveller and EUROFUN.

### I. CONCLUSION OF THE TRAVEL CONTRACT

1. Upon registration, the traveller will make EUROFUN a binding offer to conclude a travel contract. The registration may be made orally, by phone or by means of a booking form (online or in printed form), by mail, by e-mail or any written manner otherwise and will be binding for all other travellers stated thereupon. The underlying terms and conditions of travel – as on behalf of the other stated travellers – will be acknowledged as binding.
2. The contract is concluded upon acceptance by EUROFUN, and/or assistance by the relevant tour operators, by delivery of the booking confirmation/invoice (= package travel contract).
3. Additional agreements and modifications of the concluded travel package contracts will require a written confirmation by EUROFUN. Customer requests shall in general be non-binding. EUROFUN will forward those requests; however, this shall not constitute a guarantee, as their execution does partly fall within the organisation of the relevant service provider (e.g. distribution of rooms). Only confirmed customer requests shall constitute customer specifications within the meaning of the Austrian Act on package travel (Pauschalreisegesetz – PRG).

### II. PAYMENT

Upon receipt of the booking confirmation/invoice, however eleven months the earliest prior to the agreed end of the journey, an advance payment of 20% per person will become due. The residual payment shall be made 20 days prior to the commencement of a journey the earliest, upon concurrent performance after receipt of the remaining outstanding payment; however, the earliest three weeks prior to the commencement of the journey, the travel documents will be delivered. Upon booking from 20 days prior to the commencement of the journey, the complete price of travel will immediately become due. The booking confirmation/invoice will specify the relevant bank accounts as well as details of payments by means of credit card. Upon bank transfer it should be ensured that the full invoice amount will be credited. Any costs of monetary transactions will be borne by the traveller.

### III. WITHDRAWAL OF TRAVELLERS / SUBSTITUTE TRAVELLERS / CHANGE IN BOOKINGS

1. Prior to the commencement of the journey, the traveller may withdraw from the contract at any time. The withdrawal shall be made in writing. In the event of a withdrawal (= cancellation) or if the traveller does not show up (no show), the following cancellation fees (= compensation for the travel operator) will be set off.

#### Cancellation fees (= compensation) for bike, hike and family travel:

Up to 28 days prior to the commencement of travel: 20% of the travel price (= invoice amount), minimum EUR 50

From the 27th to the 14th day prior to the commencement of travel: 30% of the travel price  
 From the 13th to the 8th day prior to the commencement of travel: 50% of the travel price  
 From the 7th to the 4th day prior to the commencement of travel: 70% of the travel price  
 From the 3rd day prior to the commencement of travel and „no show“: 90% of the travel price  
 Upon travel interruption 100% of the travel price

#### Deviating cancellation fees (= compensation) for the travel type "bike & boat":

Up to 84 days prior to the commencement of travel: 20% of the travel price (= invoice amount)  
 From the 83rd day to the 42nd day prior to the commencement of travel: 30% of the travel price  
 From the 41st day to the 28th day prior to the commencement of travel: 60% of the travel price  
 From the 27th to the 4th day prior to the commencement of travel: 80% of the travel price  
 From the 3rd day prior to the commencement of travel and „no show“: 90% of the travel price  
 Upon travel interruption 100% of the travel price

In order to cover any cancellation fees (= compensation), it is recommended to take out travel cancellation insurance, including travel interruption insurance. For further details on all other recommended insurance, please refer to item VI. 11.

2. Any registered traveller may have himself substituted by a suitable third party and by that assign the contract of the latter complying with all terms and conditions of the contract, but no later than seven days prior to the commencement of travel (see § 7 Austrian Act of package travel and/or item V. 1-4. of these terms and conditions of travel). Should a substitute replace the initial traveller, then the initial contract will remain unaffected by this substitution. Both the initial traveller and the substitute shall be liable for the outstanding amounts. We will charge a fee of EUR 50 for any change in booking.
3. Provided that this is possible in the hotels and the corresponding capacities are given – changes of the booking with regard to the number or types of rooms, the hotel classification and type of board shall in principle be executable up to 14 days prior to the commencement of travel. We will charge a fee of EUR 50 for any such changes in booking.

### IV. WITHDRAWAL BY EUROFUN

1. Should the traveller fail to pay the advance payment and/or the residual amount according to the agreed payment terms and conditions and should the full invoice amount not have been received eight days prior to the commencement of travel at the latest, although EUROFUN is willing and able to render the contractually agreed services and has already fulfilled their statutory information obligations, then EUROFUN will be entitled to withdraw from the contract unilaterally and to charge the traveller with the termination fees/cancellation fees according to item III. 1.
2. Should it be impossible for EUROFUN to fulfil the contract due to unavoidable and exceptional circumstances and should the traveller receive a declaration of withdrawal immediately, however, by no later than the commencement of package travel, then EUROFUN may withdraw from the travel contract prior to the commencement of travel against full compensation of all payments already made, however, without payment of an additional compensation.
3. Should less participants have registered for the travel than stated as required minimum number of travellers and the declaration of withdrawal of the travel operator is

received by the traveller within the time limit of 21 days prior to the commencement of travel, then EUROFUN may withdraw from the travel contract against full refund of all payments already made, but without payment of any additional compensation.

It is recommended with travels requiring a minimum number of travellers to organise the arrival and departure after expiry of this time limit only.

**4.** EUROFUN may terminate the travel contract without notice only if a traveller enduringly disturbs the travel on site or behaves in such a way to the contrary of the contract that the immediate dissolution of the contract is justified.

## V. SERVICES

**1.** The travel descriptions by EUROFUN in their respectively valid version upon the time of booking shall apply as relevant to the scope of the contractually agreed services for any booked period of time (season), however, not any deviating declarations or guarantees made in destination or hotel brochures or other third parties. Specifications typical to the chosen country, such as the hotel classification according to a star rating or the extent of the breakfast, shall always be considered. What is binding is the information agreed upon in the booking confirmation/invoice.

**2.** The stated stages of travel will be the most frequented stages. Any deviations from the described itinerary are possible for reasons of organisation (e.g. road blocks, closures of companies); however, they will not affect the type and scope of the travel. For this reason, a place in the closer environment may be chosen instead in the individual case.

**3.** We attach great importance to a safe route with minor traffic when organising the itinerary. However, routes on roads with major traffic cannot be fully avoided sometimes. Any visualised models of routes may give a brief overview of the route; however, they will not constitute the basis for a detailed itinerary. All information on kilometres shall be deemed to be estimates and may differ from the actual length of the route.

**4.** The accommodation offered will be chosen with the greatest care within the classifications stated in the travel specifications. Any deviations within a classification may not be fully excluded, however, in general, may be compensated by other qualities. In this sense, we expressly reserve the right of deviations from hotels given as an example.

**5.** The travel price shall be in Euro /EUR and per person in a double room. The first day of the basic package will be relevant for the season price. Any booked additional nights will not shift the season. Please refer to any exceptions and/or additions in the relevant travel description and also in the travel confirmation/invoice.

**6.** For our travels offered, we usually grant the following discounts on the basic price and additional nights for children accompanying their parents as third person with occupation of a double room by two adults paying the full price: 0 to 5.99 years of age 100% (any costs incurred will have to be settled on site, please see item V.7) / 6 to 11.99 years of age 50% / 12 to 14.99 years of age 25% / from 15 years of age 10%. Any discounts for children for the type of travel bike & boat, for special family travel as well as other, correspondingly characterised travel may deviate from this rule and shall be clarified in the individual case by booking.

**7.** All costs incurred on site, if any (accommodation/board for children, visitors/place-related taxes and/or city taxes, accommodation/board/cleaning service for dogs, if any) as well as excluded transport and services will be referred to in the individual travel description.

**8.** To the extent that this is relevant for rendering the services, we refer to the language in which the described services are rendered, prior to a binding booking.

**9.** Should the traveller not make use of the services included in the travel price and provided for use (e.g. ship/train fares, entrance fees etc), then they will not be entitled to a partial refund of the travel price.

## VI. PARTICIPATION IN TRAVEL / LIABILITY / LIMITATION OF LIABILITY

**1.** Prior to the commencement of the journey, the traveller shall ensure that all requirements are met for travel (e.g. receipt of full payment of the invoice amount according to the agreed payment terms, independent arrival and departure to the place of commencement of the journey).

**2.** The participation in the offered travel will be at the traveller's own risk. Minors may participate accompanied by their parents and/or guardians only.

**3.** It is in the traveller's own area of responsibility that they can cope with the requirements of active travel with regard to their health (e.g. physical activity over a period of several hours). The offered travel is unfortunately not suitable for travellers with reduced mobility.

**4.** Travellers are responsible for their own compliance with the respectively applicable road traffic regulations. Particularly the suitability of equipment brought for the offered travel shall be clarified at the traveller's own responsibility (e.g. brought bikes owned by the traveller on non-sealed road sections, lights etc). We do not assume any liability for damage on travellers' own bikes caused by the itinerary.

**5.** EUROFUN will assume liability as part of their duty of care of a prudent businessman for the diligent organisation of travel, the diligent choice and monitoring of

service providers. The basis for booking will be the descriptions of services and travel applicable at the time of booking and/or any information stated on the booking confirmation/invoice.

**6.** The conditions of carriage by the respective carriers shall apply to any transport (bus, ship, aeroplane and the like).

**7.** Should any parts of the planned services, such as visits, not take place as scheduled due to reasons beyond the reasonable control of EUROFUN (e.g. conversions, renovation), then an alternative and/or equivalent substitute or the rendering of the service at a later time will be offered, if possible.

**8.** Should damage occur, which was caused alone by one of the service providers chosen by EUROFUN or which has neither resulted from intent nor gross negligence by EUROFUN, then EUROFUN will be liable for damage not resulting from injury to life, body or health only to an amount equalling three times the travel price, regardless of their legal basis.

**9.** Should luggage be lost or damaged, then EUROFUN will be liable only if this was caused by EUROFUN and was reported immediately after its occurrence, however, only up to a maximum of EUR 200 per person. We do not assume liability for the following: items which usually are not transported in luggage (e.g. laptops or other electronic devices); means of payment of any kind; visible damage and damage at handles and rolls; damage to luggage whose total weight exceeds 20 kg.

**10.** The transport of bikes owned by travellers will be possible at the traveller's own risk only, both during travel and transfers. The fixed settings at the bicycle trailers are usually set for the bikes used by the operator so that even with the greatest care, circumstances may occur (e.g. loosening of the mounting), which can result in minor damage, particularly paint defects. For this reason, we cannot assume any liability for any damage caused during transport. This limitation of liability shall also apply to externally commissioned carriers. When selecting accommodations, EUROFUN pays attention to safe bike parking areas. However, we are unable to guarantee separate lockable bicycle garages all the time. Both hire bikes and your own bikes must always be parked in a way that they are well protected and locked. Should your own bike be stolen, EUROFUN accepts no liability whatsoever.

**11.** In order to insure travellers against any types of risks, travel cancellation insurance, including a travel interruption insurance and insurance for the transport of bikes owned by travellers should be taken out, if any. You can find more information on other insurance options, such as the coverage of costs for assistance during travel, including the return transport in the events of accident, illness or death, depending on the booked travel on [www.eurobike.at/travel-insurance](http://www.eurobike.at/travel-insurance), [www.eurohike.at/travel-insurance](http://www.eurohike.at/travel-insurance) or [www.euroaktiv.at/travel-insurance](http://www.euroaktiv.at/travel-insurance).

## VII. GUARANTEE

**1.** Rectification: Should the travel not be performed according to contract, the traveller will be responsible to demand rectification still during their stay. What is according to contract is determined on the one hand by the specifications underlying the booking and on the other hand the conditions customary to the place of destination (e.g. hotel classification in stars). EUROFUN may refuse the rectification of defects if this would require an unreasonable great expense and/or is caused by the traveller themselves. However, should the rectification be justified, then it shall be performed by way of compensation of equal or higher value. Such compensation may be refused by the traveller for a good, objectively identifiable cause only. The request for rectification shall be made vis-à-vis EUROFUN directly (contact data of the contact person can be found on the booking confirmation/invoice) or vis-à-vis the tour representative on site. The tour representative, however, is not entitled to acknowledge any claims.

**2.** Reduction of the travel price: The traveller may request a reasonable reduction of the travel price for the duration of the non-contractual services of travel until their rectification by EUROFUN after the traveller's return. The reduction will not apply if the traveller has culpably refrained from reporting the defect to the departments stated in item VII. 1. On time in order to facilitate a corresponding rectification and/or has caused the non-contractual service by them.

**3.** Any potential claims should be asserted immediately after the end of travel and/or return vis-à-vis EUROFUN.

## VIII. OBLIGATION TO COOPERATE

**1.** The traveller shall inform EUROFUN immediately if they have not received the required travel documents by the eighth day prior to the commencement of the journey (please find the contact details of the contact person on the booking confirmation/invoice).

**2.** In the event of default, the traveller shall be obligated to use their best endeavours in order to contribute to the rectification of the default and to mitigate the damage potentially occurring as little as possible or to avoid damage. Particularly

claims according to item VII. 1. Shall be reported to the stated departments. Those are commissioned to rectify the default, if possible.

**3.** Should the traveller omit to report a defect to the departments stated in item VII. 1. (timely), in order to facilitate this rectification or if the traveller has caused the defect by themselves, then this may be assessed as omitted cooperation and contributory negligence and reduce any claims.

#### **IX. MISCELLANEOUS**

**1.** The traveller is in general responsible for their own compliance with all passport, customs and health regulations. Any further information on the applicable regulations for EU citizens will be notified prior to the conclusion of the contract by EUROFUN.

**2.** During the duration of travel, the traveller will be liable for any damage or loss caused to the equipment provided to them by EUROFUN.

**3.** All prices shall be deemed to be in euro/EUR.

**4.** The place of performance shall be the seat of EUROFUN.

**5.** We reserve the right to any changes in travel descriptions as well as errors, misprints and calculation mistakes!

**6.** By the invalidity of individual provisions of these terms and conditions of travel and/or the travel contract, the validity of the entire contract shall remain unaffected. The entirely or partly invalid provision shall be replaced by a valid provision which comes closest to the economic and legal result of the invalid provision.

#### **X. PLACE OF JURISDICTION/APPLICABLE LAW**

**1.** The contractual relationship shall be subject to Austrian law, under the exclusion of any reference norms. The UN-Convention on the Sale of International Goods shall hereby be expressly excluded.

**2.** The traveller can sue EUROFUN at the seat of EUROFUN only.

**3.** For actions of the travel operator against the traveller, the residence of the traveller is relevant, provided that the action is directed against fully-qualified traders or persons who do not have a general place of jurisdiction in Austria. In this case, the seat of the travel operator shall be relevant.

#### **XI. HEDGING OF CLIENT FUNDS**

In the event of insolvency of the travel operator or – in some member states – of the travel agent, payments will be refunded. Should the insolvency of the travel operator or, if applicable, the travel agent occur after the commencement of the package travel and the transport be part of the package travel, then the return transport of the travellers shall be guaranteed.

EUROFUN has taken out an insolvency insurance with Volksbank Oberösterreich AG, Stadtplatz 9, 5280 Braunau, telephone: +43 (0) 7722 84141-4050, e-mail: office@vb-ooe.at. The traveller may contact this bank or the competent liquidator at Europäische Reiseversicherung AG, Kratochwjlestestrasse 4, 1220 Vienna, telephone: +43 (1) 317 25 00, e-mail: schaden@europaeische.at, if services are refused to them due to the insolvency of EUROFUN. The registration of any claims shall be made within eight weeks from the entry into insolvency proceedings with the liquidator to avoid other loss of claims. Details on travel agency legitimation of Eurofun Touristik GmbH can be found at <https://www.gjsa.gvat/abfrage>, GISA number 18111262.

#### **XII. ONLINE ARBITRATION PLATFORM AND INDEPENDENT CONSUMER ARBITRATION SERVICE**

**1.** The European Commission offers an online arbitration platform for consumer disputes at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr) (OA-platform). EUROFUN is currently not a party to proceedings of alternative arbitration. Should you have complaints, please contact [office@eurobike.at](mailto:office@eurobike.at), [office@eurohike.at](mailto:office@eurohike.at) and/or [office@euroaktivat](mailto:office@euroaktivat) according to your type of travel.

**2.** Internal complaint procedures shall not apply. EUROFUN shall not be obligated to participate in an out-of-court dispute settlement in front of an officially recognised

independent consumer arbitration service in the sense of the Alternative arbitration Act (Alternative Streitbeilegung-Gesetz – ASStG). Should an agreement in the event of specified disputes between EUROFUN and its customers/travellers not be reached, then the competent Independent Consumer Arbitration Service will be announced and the parties will be notified whether EUROFUN will participate in any alternative arbitration procedure.

#### **XIII. PRIVACY POLICY**

**1.** Data protection by EUROFUN: The processing of personal data of the customer and/or their affected employees by EUROFUN for the purpose of the fulfilment of the contract shall be performed on the basis of voluntary consent of the customer (e.g. in the event of special categories of personal data), of the existing contractual relationship as well as statutory provisions.

There is no obligation to grant consent (e.g. in the event of special categories of personal data) or to conclude the contract. Should the customer refrain from granting their consent and/or should the contract not be concluded, this would lead to the situation that the order may not be taken.

**2.** Further processing: Data is further processed by EUROFUN in line with the fulfilment of the contract for the purpose of direct marketing in forms not requiring consent, such as addressed posting of advertisements.

Further processing for the purpose of direct marketing in forms requiring consent, such as electronic posting of advertisement or the posting of personal ads, shall only be made on the basis of an additional voluntary consent of the customer. The customer shall not be obligated to consent. Should the customer refrain from giving their consent, then they would not receive advertisements in forms requiring consent.

**3.** Disclosure: All data shall be subject to the agreed and/or statutory obligation to confidentiality and the protection of personal data. The disclosure of data of the customer shall be made on the basis of a legal provision and/or in agreement with the customer only, with the exception of the disclosure to recipients typical for the economy, such as banks, tax advisers, lawyers, shipping providers etc.

**4.** Worldwide processing: The customer consents to the worldwide processing of their data, particularly for the purpose of remote access by EUROFUN for the purpose of processing transactions related to the commission, e.g. in emergencies during business travel of EUROFUN.

**5.** Storage period: For the purpose of documentation and the fulfilment of legal obligations, the data of the customer shall be stored for a period of maximum thirty years after the completion of the orders.

**6.** Right to withdraw: The customer shall have the right to withdraw from their consent at any time. In the event of a consent given in writing, the withdrawal may be declared in writing only. Should you consent to the receipt of electronic marketing, this consent may be withdrawn by one click onto the registration link too, if any. In this case, the processing will be discontinued if no other legal basis applies. The lawfulness of the processing of data until the time of withdrawal will not be affected by the withdrawal.

**7.** Right to object: The customer shall have the right to object to the processing of their personal data for the purpose of direct marketing. Should you assert your right to object, then your personal data will not be processed further for the purpose of direct marketing.

**8.** Rights of data subjects: The customer and/or their employees shall have the right to information, correction and erasure of their personal data, the right of restriction of data processing, the right to transmission of data and the right to lodge a complaint with the Data Protection Authority (Österreichische Datenschutzbehörde, Wickenburggasse 8, 1080 Wien, telephone: +43 1 531 15-202525, e-mail: [dsb@dsb.gvat](mailto:dsb@dsb.gvat)).

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WE RESERVE THE RIGHT TO ANY CHANGES IN TRAVEL DESCRIPTIONS AS WELL AS ERRORS, MISPRINTS AND CALCULATION MISTAKES!**

**Eurofun Touristik GmbH**

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UID: ATU71008456 • HRB FN452199z • Place of jurisdiction: Salzburg

**[www.eurofun-touristik.at](http://www.eurofun-touristik.at)**



## Standard information form for package travel contracts

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company Eurofun Touristik GmbH will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Eurofun Touristik GmbH has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

### KEY RIGHTS UNDER DIRECTIVE (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Eurofun Touristik GmbH has taken out insolvency protection with Volksbank Oberösterreich AG, Stadtplatz 9, 5280 Braunau, Tel.: +43 (0) 7722 84141-4050, E-Mail: office@vb-ooe.at. Travellers may contact this entity or, where applicable, the competent authority Europäische Reiseversicherung AG, Kratochwilsestraße 4, 1220 Wien, Tel.: +43 (1) 317 25 00, E-Mail: schaden@europaeische.at if services are denied because of Eurofun Touristik GmbH's insolvency.

Website where Directive (EU) 2015/2302 as transposed into national law can be found:  
[www.justiz.gv.at/pauschalreisegesetz](http://www.justiz.gv.at/pauschalreisegesetz)

**Eurofun Touristik GmbH**

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