

# General Booking Conditions

These booking conditions are a binding contract between Travel Partner GmbH and the Tour Operator. Any changes or alterations must be made in writing.

## General Terms and Conditions for Group Travel:

The following General Terms and Conditions (abbreviated in the following to GTC) apply to contracts with the company **Travel Partner GmbH**, Austraße 2a, 6352 Ellmau/Austria and the company **Travel Partner Deutschland GmbH** Vangerowstraße 20, 69115 Heidelberg/Germany, (referred to respectively in the following as „Travel Partner“). These Terms and Conditions apply in their respectively current version. Terms and conditions of the contractual partner are not valid, even if the contractual partner submits terms and conditions before the conclusion of the contract and Travel Partner does not expressly reject the inclusion of the GTC in part or in whole. These General Terms and Conditions apply exclusively to contracts with (commercial) companies, which as tour operators sell or broker the travel services covered by the contract in the form of package travel contracts to end customers/travellers or as part of other contracts to third parties. A contractual relationship between Travel Partner and the end customer/traveller or any other third parties is in no case established. Travel Partner therefore does not assume in any circumstance the function of a package travel operator.

**General reservation conditions/conclusion of contract:** All bookings and cancellations must be made in writing (letter, fax, email). If the offer has a time limitation at the time of the conclusion of the contract, it is only binding until expiry of said time limitation. Travel Partner is entitled, but not obliged, to accept bookings received after expiry of the time limitation. Insofar as the contractual partner's declaration of acceptance of the offer includes changes, restrictions or extensions, these shall only become part of the contract if Travel Partner gives an appropriate written reconfirmation that makes reference to the changes, restrictions or extensions. If no written reconfirmation is issued, no contract is established with regard to the unilateral changes, restrictions or extensions. Travel Partner reserves the right to amend the programme taking the services included into consideration. Travel Partner is also entitled to make changes to prices, whereby notification of such must be given at the latest with the confirmation of the booking. Verbal subsidiary agreements are only valid for Travel Partner if confirmed in writing.

**Free place regulation (unless otherwise agreed):** First free place in a single room as of 20 full paying persons, second free place as of 40 full paying persons in half of a double room.

**Invoicing and settlement** shall be in EUROS. All prices are quoted per person in a double room including the entire programme. All prices apply to groups of at least 20 full paying persons. Prices do not include (unless otherwise indicated): personal expenses, cost of insurance, transport or transfer costs, road tolls or parking fees etc. These prices are quoted inclusive of all taxes and duties for which Travel Partner is liable. All service fees are included. Taxes and duties for which by reason of statutory regulations the liability for payment is reversed to the recipient of the service, are not included in the prices as they constitute a fiscal obligation of the recipient of the service. Please note in particular that provision of a travel guide is at any rate subject to the reverse charge mechanism.

**Terms of payment:** 90% payment of the package price is required no later than 21 days prior to arrival, the remaining 10% is due no later than 14 days after arrival. Should payment not have been made by the agreed date, Travel Partner reserves the right to cancel the group reservation subject to charge. All services ordered or booked separately after issue of the invoice will be invoiced for separately. All payments must be made by means of a bank transfer free of charge for the recipient to the respective bank of Travel Partner and clearly marked as such. Credit cards and cheques are not accepted. In the event of a delay in payment the contractual partner is liable for payment of all expenses, interest, fees and costs incurred as a result of the delay. The offsetting of counterclaims - against claims for payment due from Travel Partner unless these have been established by a court of law or expressly acknowledged by Travel Partner - is not permitted.

## Bank details for Travel Partner GmbH

**For programmes originating from our Head Office in Ellmau**  
Bank details: Sparkasse Kufstein / Austria  
IBAN: AT83 2050 6077 0006 8252 Swift/BIC: SPKUAT22XXX

## For programmes originating from our branch in Vienna

Volksbank Tirol AG, Meinhardstrasse 1, 6020 Innsbruck  
IBAN: AT42 4239 0030 0001 8861, BIC: VBOEATWWINN

## Bank details for Travel Partner Deutschland GmbH

**For programmes originating from our branch in Heidelberg**  
BTW Germany  
IBAN: DE 51 7201 2300 0787 4421 00  
Swift/BIC: BTVADE61XXX

**Cancellation terms (unless otherwise agreed in writing):** No cancellation fee applies for cancellations received up to and including 29 days prior to arrival. A cancellation fee of 30% of the package price will be charged for cancellation between 28 and 21 days prior to arrival. A cancellation fee of 60% of the package price will be charged for cancellation between 20 and 7 days prior to arrival and a cancellation fee of 80% of the package price between 6 and 3 days prior to arrival. A cancellation fee of 100% of the package price will be charged for cancellation less than 3 days prior to arrival and for no-show. Admission, access and authorisation tickets or concert tickets included in the package price will not be reimbursed or rather must be paid in full also in the event of a cancellation.

**Catalogue description:** Travel Partner is happy to provide any image materials (where available) that the contractual partner might require for its catalogue description. A proof must be sent automatically to Travel Partner prior to the completion of the catalogue for information purposes. The contractual partner is responsible for the contents of the description. In the case of event programmes such as Musikherbst (Autumn Music Festival) or Blasmusikfestival (Brass Band Music Festival): The catalogue description must be compiled with the image materials supplied by Travel Partner, which presents all performers (other images may be selected freely via the following websites: [www.musikherbst.at](http://www.musikherbst.at), [www.blasmusik-festival.at](http://www.blasmusik-festival.at) or [www.travel-partner.com](http://www.travel-partner.com)).

**Booking status:** Travel Partner shall receive the booking status of all groups mentioned in writing at intervals of 12, 8, 5 and 3 weeks prior to arrival or without delay on request of Travel Partner. Travel Partner must receive the final room list no later than 14 days prior to arrival.

**Availability:** Should the offer be sold in conjunction with a specific named hotel, and accommodation in said hotel is impossible, Travel Partner will accommodate guests in a hotel of equal or superior location, category and facilities. Travel Partner will assume any extra or additional costs this involves provided a fault exists for which Travel Partner is responsible. In the case of offers made in conjunction with a specific hotel, Travel Partner reserves the right to change the booking to an alternative accommodation of equal quality, in the event that fewer than 60% of the allocated beds made available to the operator have been filled no later than 8 weeks prior to arrival in accordance with the booking made by the contractual partner.

**Marketing:** Tourism products and services must be offered by the contractual partner in the same way as they are listed in the description from Travel Partner. Travel Partner cannot be held responsible for any additional services not included in the production description of Travel Partner and that are therefore offered and sold independently by the contractual partner.

**Customer complaints:** The contractual partner undertakes to notify Travel Partner immediately in writing of all complaints made by travellers during the stay of the group, in order to allow Travel Partner the opportunity to rectify any justifiable defects; Travel Partner must be notified in writing of any complaints received after departure of the group within 14 days after the departure, otherwise such claims shall be forfeited. In the event that the contractual party is confronted with warranty claims (refund requests) or any other claims made by its travellers, participants or third parties, the internal relationship between the contractual partner and Travel Partner shall apply whereby only the package price (aliquot) agreed between them shall be decisive, without taking into account any extra costs of any kind whatsoever added to the package price by the contractual partner.

**Information, clarification and notification duties:** As a package tour operator or where applicable any other function, the contractual partner is solely obliged to comply with any requirements for information, clarification or notifications as demanded by any national, European or international authorities. It is the sole responsibility of the contractual partner to procure all information and documentation necessary for the fulfilment of said duties. The contractual partner is liable for all costs and damages that may be incurred as a result of non-performance or improper performance of the information, clarification and notification duties to be met vis-à-vis its travellers, participants or third parties.

**Substitute service/force majeure:** Should the performance of the agreed service (tourism product) no longer be possible due to reasons of force majeure (e.g. cancellation of a concert due to illness of the performer, bankruptcy of the accommodation company) for which Travel Partner is not responsible, Travel Partner is entitled to withdraw from the contract without charge with regard to the products or objects involved. Payments or partial payments already made shall be returned after deduction of the value of any partial services performed. Any further claims are excluded. In the event the agreed service (e.g. concert visit) cannot be performed for reasons for which Travel Partner is not responsible, Travel Partner is entitled to offer a substitute service (alternative tourism product). Should the substitute service not be accepted by the contractual partner, the contractual partner is not entitled to submit claims for improper or non-performance with the exception of sole reimbursement of the ticket price (e.g. for concert tickets). Cancellation is not permitted (not even due to reasons of force majeure) in the event the performance of the contractual service is rendered impossible, is endangered or impaired by circumstances that lie within the scope of risk the contractual partner. This shall apply in particular to arrival and departure (failure of means of transport, extreme weather conditions) organised by the contractual partner itself.

**Disclaimer:** Travel Partner is not liable for any errors in the descriptions in brochures or catalogues. Any claims for damages or recourse to claims on the part of the contractual partner require proof of the personal negligence of Travel Partner. Vicarious liability on the part of Travel Partner is excluded by mutual agreement. With the exception of personal injury, Travel Partner is liable only in the case of wilful intent or gross negligence. The burden of proving gross negligence or wilful intent lies with the contractual partner. Under no circumstances is the contractual partner permitted to name Travel Partner as the travel operator vis-à-vis its travellers, participants or third parties, failing which the contractual partner shall indemnify and hold Travel Partner harmless with respect to any resulting damage, disadvantages and expenditures.

**Preclusion and limitation of claims:** The contractual partner must assert all claims (compensation and warranty claims) against Travel Partner for failure to comply with tour-related contractual obligations in writing within 14 days after the contractually scheduled end of the travel service. The contractual partner may only assert said claims after expiry of the deadline if it was unable to observe the deadline through no fault of its own. Claims of the contractual partner against Travel Partner are expressly subject to a one-year limitation period starting from the knowledge of the damage and the damaging party provided this is not contrary to imperative international agreements, regulations or directives of the European Union or other legal basis that apply between Travel Partner and the contractual party.

**Written form provision:** These General Terms and Conditions constitute a binding agreement between Travel Partner and the contractual partner. Any amendment or addition to these GTCs must be made in writing and expressly agreed by both parties.

## Place of jurisdiction/applicable Law:

### for contracts with Travel Partner GmbH/Austria

The court with subject matter competence for 6352 Ellmau in Tirol/Austria is the exclusive place of jurisdiction.

Austrian substantive law shall apply exclusively to the exclusion of the agreements of the UN Convention for the International Sale of Goods (CISG).

### for contracts with Travel Partner Deutschland GmbH/Germany

The court with subject matter competence for Munich/Germany is the exclusive place of jurisdiction.

German substantive law shall apply exclusively to the exclusion of the agreements of the UN Convention for the International Sale of Goods (CISG).

**Final provisions:** Should any provision in these GTCs be invalid, this shall in no way affect the validity of the remaining provisions. In the event of a dispute any invalid provision is to be replaced by the legally effective provision which comes closest to the contents of the invalid provision and which most closely corresponds to the parties' economic interests in the invalid provision.