

T&Cs: Austria and Germany

Valid for Organiser-Groups (purchase method)

The general terms and conditions are a binding part of the contractual agreement between Travel Partner GmbH or Travel Partner Deutschland GmbH and the contractual partner. All amendments or additions to these T&Cs must be made in written form.

General terms and conditions for group travel:

The following general terms and conditions (hereinafter abbreviated as T&Cs) 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 (hereinafter each referred to as „Travel Partner“). These terms and conditions shall apply in their current version.

The 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 T&Cs 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 not established under any circumstances. Travel Partner therefore does not operate as a package travel operator for end customers, nor brokers travel services to (commercial) companies/groups under any circumstances.

General reservation conditions/conclusion of contract: All bookings and cancellations must be made in writing (letter, fax, e-mail). If the offer has a time limitation at the time of the conclusion of the contract, it is only binding until the expiry of said time limitation. Travel Partner is entitled, but not obligated, 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 into consideration the services included. 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 from 20 full-paying persons, second free place from 40 full-paying persons in a shared double room.

Invoicing and payment is 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 participants. 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 as the taxpayer. All service fees are included. While taxes and duties for which, by reason of statutory regulations, the liability for payment is transferred to the recipient of the service have been taken into account in the calculation, they are, however, not included in the prices as they constitute a fiscal obligation of the recipient of the service. Please note in particular that the tour guide is, in all cases, subject to the reverse charge mechanism.

Terms of payment:

EU (including Switzerland): 90% payment of the package price is required by no later than 21 days prior to arrival, 10% within 14 days after arrival. Non-EU: 100% payment of the package price is required by no later than 21 days prior to arrival.

If payment has not 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 separately. All payments must be made by means of a bank transfer that is free of charge for the recipient to the respective Travel Partner bank account 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 excluded.

Bank details for Travel Partner GmbH for programmes from our head office in Ellmau

Bank details: Sparkasse Kufstein / Austria
IBAN: AT83 2050 6077 0006 8252 Swift/BIC: SPKUAT22XXX

for programmes 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 from our branch in Heidelberg

BTV Germany
IBAN: DE 51 7201 2300 0787 4421 00
Swift/BIC: BTVADE61XXX

Cancellation terms (unless otherwise agreed in writing): No cancellation fee up to 28 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-shows.

Entrance, admission and access tickets or concert tickets included in the package price will not be reimbursed in any case and must also be paid in full in the event of a cancellation.

Catalogue description: Travel Partner is glad to provide any image material (if available) that the contractual partner might require for its catalogue description. A proof must be sent to Travel Partner without a request being made 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 music festival or the Alpine Brass Music Festival: the catalogue description must be compiled using image material provided by Travel Partner, which presents all performers (other images freely selectable – image download at www.musikherbst.at, www.blasmusik-festival.at or 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 14 days prior to arrival, at the latest.

Availability: If the tourism product in conjunction with a specific hotel/company is sold and accommodation in the reserved guesthouse/hotel is not possible for whatever reason, Travel Partner shall accommodate the contractual partner's guests in another guesthouse/hotel in the same or a neighbouring region with a comparable or better location, rating and facilities. Travel Partner will assume any extra or additional costs this involves, provided that a fault exists for which Travel Partner is responsible. Further warranty and compensation claims by the contractual partner are excluded.

In the case of offers made in conjunction with a specific hotel/company, Travel Partner reserves the right to change the booking to an alternative accommodation of equal quality, if the quota of beds available is not occupied by at least 60% of the number of persons (notify Travel Partner 8 weeks prior to arrival at the latest) in accordance with the booking made by the contractual partner.

Marketing: Tourism products and services must be offered by the contractual partner as advertised in the description from Travel Partner. Travel Partner cannot be held responsible for any additional services not included in the Travel Partner product description 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

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any complaints received after departure of the group within 14 days from departure, otherwise such claims shall be forfeited. In the event that the contractual party is confronted with warranty claims (price reduction) 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 to any other function, the contractual partner itself is obligated to fulfil any information, clarification and notification duties it may have in compliance with the (national, European or international) legal provisions. It is the responsibility of the contractual partner itself to procure all information and documentation necessary for the fulfilment of said duties. The contractual partner is liable for all costs and damages it incurs 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., natural catastrophes of any kind, such as storms, earthquakes, floods, landslides, snow chaos; fire; hostage-taking; war; riots; civil war; terrorism; strikes; epidemic; pandemic; border closures; blocking off geographic areas; food shortages or rationing; obstruction of traffic; interruption in currency trading; lock-outs; governmental restrictions or measures that impede carrying out the service or prevent it from being carried out to its planned extent or these make it unprofitable or less economically efficient; as well as all other extraordinary events) or for other reasons (e.g., the cancellation of a concert due to illness of the performer, bankruptcy of the accommodation company, etc.) that are not caused by or the fault of Travel Partner, Travel Partner is entitled to fully or partially (e.g., with regard to the cancelled concert as part of the tourism package offered) withdraw from the contract at its own discretion and without charge with regard to the products or objects involved. In the absence of fault by Travel Partner, further warranty and compensation claims by the contractual partner are excluded. Payments or partial payments already made shall be returned after deduction of the value of any partial services performed.

In the event that 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). Travel Partner shall provide notification in writing of all additional costs of the alternative when offering the substitute service. The contractual partner shall also take on these costs on acceptance of the substitute service. Should the substitute service not be accepted by the contractual partner, the contractual partner is not entitled to submit claims (e.g., for improper or non-performance) with the exception of sole reimbursement of the ticket price (e.g., for concert tickets).

Cancellation and withdrawing from the contract is not permitted (even for reasons of force majeure) in the event that the performance of the contractual service is rendered impossible, endangered or impaired by circumstances that lie within the scope of risk of 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. The contractual partner bears the sole risk for this.

Disclaimer: Travel Partner is not liable for any errors in the descriptions in brochures or catalogues. Any claims for damages or recourse claims on the part of the contractual partner require proof of personal negligence by 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 cases of wilful intent or gross negligence. The contractual partner is responsible for proving gross negligence or wilful intent. Travel Partner's liability is limited to a maximum of three times the aliquot (travel) price per booking per person, in accordance with the agreed overall price. 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 by the contractual partner against Travel Partner are, in principle, subject to a one-year limitation period starting from the discovery of the damage and the damaging party, provided this is not contrary to mandatory international agreements, regulations or directives of the European Union or other legal foundations that apply between the 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. All amendments or additions to these T&Cs require the written form.

Place of jurisdiction/applicable law:

for contracts with Travel Partner GmbH, Austria
The competent court for 6352 Ellmau in Tirol, Austria is the exclusive place of jurisdiction.

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

for contracts with Travel Partner Deutschland GmbH, Germany

The competent court for Munich, Germany is the exclusive place of jurisdiction.

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

Final provisions: Should any provision in these T&Cs 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 that comes closest to the contents of the invalid provision and most closely corresponds to the parties' economic interests in the invalid provision.

COVID-19 clause: Despite the utmost reasonable care to be expected from Travel Partner in planning and arranging tourism products, it is beyond its sphere of influence whether the services offered are ultimately able to take place due to the respective restrictions. Due to these exceptional circumstances, in the event of (even partial) cancellation of the overall tourism package because of governmental measures, restrictions or other consequences of the pandemic, the conditions of the "Substitute service/force majeure" apply.

Furthermore, Travel Partner reserves the right to unilaterally withdraw from the contract up to 21 days before arrival due to the currently unclear and extraordinary circumstances in relation to the COVID-19 pandemic. In this case, both contractual parties shall be released from their contractual obligations. The respective expenses paid up to withdrawal from the contract are to be borne by the contractual parties. Further claims are excluded. Deposits or partial payments that are already paid must be reimbursed by Travel Partner.