

# TERMS AND CONDITIONS OF TRAVEL AND PAYMENT

The booking of one or more travel service(s) of FTI Touristik GmbH (hereinafter FTI) is done from 01.07.2018 onwards on the basis of the following terms and conditions of travel and payment. They thus apply to package tours and to individual tourist services. Bookings of rental cars from the "driveFTI" programme and "Cars & Camper" are not covered by these terms and conditions of travel and payment.

## 1. Conclusion of the contract

(1) With your booking (trip registration), you offer FTI in binding form the conclusion of a contract regarding the travel services requested by you. Possible booking methods (e.g. in writing, by telephone, online etc.) are in particular bookings via travel intermediaries such as travel agencies, online travel portals and mobile travel sales agents or directly via FTI. Frequently, you will initially receive a confirmation regarding the receipt of your trip registration from your travel intermediary.

(2) The contract between you and FTI is concluded with the receipt of the booking confirmation / invoice from FTI for the travel services requested by you (at the address or e-mail address indicated by you) or to your travel intermediary.

## 2. Protection against insolvency/Payment/Withdrawal in the event of arrears in payment

(1) If one or more travel service(s) are booked (package tour and/or individual travel service), you will receive at the same time as the booking confirmation/invoice the proof of protection against insolvency (protection certificate plus name and contact details of the company protecting the customer's money) for all payments to be made by you for the booked travel service(s).

(2) Payments for the booked travel service(s) are to be made as follows by you:

a) On receipt of the booking confirmation / invoice, a down payment in the amount of 20% of the total price or with travel services under the XFTI label in the amount of 35% of the total price becomes due for payment. FTI reserves the right to demand a higher down payment with certain travel services; in this case, this will be notified to you before booking.

Premiums for travel insurances booked by you via FTI (cf. Clause 13) are due in full together with the down payment.

The residual amount is to be paid 20 days before the start of the trip, without requiring further reminder. In the case of contracts that are concluded less than 20 days before the start of the trip, the entire price of the trip is due for payment immediately. A different regulation applies if FTI has reserved a right of withdrawal for itself in the specification pursuant to Clause 5 (minimum number of participants / withdrawal due to the minimum number not being reached).

In this case, the repayment of the outstanding amount is not due until the deadline named in the pre-contractual information and on the booking confirmation / invoice for exercising the right of withdrawal has expired or the right of withdrawal has not been exercised.

b) Payments are to be made by you, unless a collection authorisation of the tour operator has been explicitly noted on the booking confirmation / invoice, directly to FTI into the account named there. All payments should be made, where possible, indicating the transaction number displayed on the booking confirmation/invoice.

(3) In the event of non-timely or incomplete down payment or payment of the outstanding price, FTI reserves the right, after issuing a reminder with the setting of a deadline, to declare its withdrawal from the contract and to demand compensation in accordance with the cancellation rates pursuant to Clause 8 (2) in conjunction with the compensation rates indicated at the end of these terms and conditions of travel and payment. Separate compensation rates that deviate from these apply if these are listed in the specification or have been notified to you before booking and are listed within the framework of the booking confirmation / invoice. Income possibilities from other sources will be taken into account by FTI. You reserve the right to prove that no damage or only less damage has been caused.

## 3. Fundamental characteristics / Change in performance / Side agreements

(1) The fundamental characteristics of the travel services result from the pre-contractual information notified by FTI, such as the specification in the catalogue or from the depiction on the operator's own websites on the Internet and from information in the booking confirmation / invoice of FTI that makes reference to these. Specifications in catalogues or also websites of service providers such as hotels are not binding for FTI.

(2) FTI reserves the right to make changes to fundamental characteristics in the travel services after the conclusion of the contract that do not relate to the travel price and deviate from the agreed content of the contract if these become necessary after the conclusion of the contract for objective grounds and have not been brought about by FTI contrary to good faith. FTI can only make such a change to the specification if the changes are not substantial and do not impair the overall constellation of the travel services and are reasonable for you. FTI will inform you about such fundamental changes in services on a permanent data carrier before the start of the trip after it becomes aware of the reason for the change.

(3) In the event of a considerable change to a fundamental travel services (Clause 3 (2)) you are entitled to withdraw from the contract within an appropriate period set by FTI without incurring any fees or to participate in another trip that is at least equivalent if FTI is able to offer an appropriate trip from its product range without any additional costs for you. This does not affect further rights.

If you do not respond to FTI within the deadline set, the change notified is deemed to have been accepted.

## 4. Passport, visa and health regulations

Before the contract is concluded, FTI will inform the trip participants about general passport and visa requirements as well as health formalities of the country of destination including the approximate deadlines for acquiring any visas that might be required.

The trip participants are responsible for procuring and carrying the travel documents necessary pursuant to the regulations of the authorities with them and ensuring that they have any vaccinations that may be required as well as for complying with customs and foreign currency regulations. Disadvantages that arise from the non-compliance with these regulations, e.g. the payment of cancellation costs will be charged for your account or the account of the trip participants. This does not apply if FTI has provided insufficient or false information. In this regard, FTI is also liable for the culpability of its vicarious agents.

## 5. Minimum number of participants / Cancellation due to the minimum number not being reached

If FTI has indicated the minimum number of participants and the point in time (cancellation deadline 30 days) by which the declaration must have been received by the customer at the latest before the contractually agreed start of the trip in the respective pre-contractual information and on the booking confirmation / invoice, FTI reserves the right to withdraw from the contract due to the minimum number of participants not being reached.

With certain travel services, FTI reserves another cancellation deadline that lies within the possibilities permissible by law and that will be informed to you in this case before booking.

If the trip is not carried out for this reason, FTI will reimburse payments made by you for the travel price immediately.

The trip participant has the right to demand participation in another trip that is at least equivalent if FTI is able to offer a corresponding trip from its range of products without additional costs for you.

## 6. Replacement person

The trip participant has the statutory right to demand from FTI through notification on a permanent data carrier that a third party enters into the rights and obligations from the contract instead of the original trip participant. Such a declaration is timely in each case if it is received by FTI 7 days before the start of the trip. FTI can object to a third party entering into the contract if the third party does not meet the contractual

travel requirements. If the third party enters into the contract, he or she and the original trip participant are liable towards FTI as joint and several debtors for the trip price and the additional costs incurred to FTI as a result of the third party entering into the contract (e.g. on the part of the service partners or e.g. from the need to book a different tariff category for flight tickets, ticket issuing costs).

#### **7. Rebooking**

At your request, subject to availability, FTI will make a change to the travel date, travel destination, the place where the trip starts, the accommodation or the means of transport up to the 30th day before the start of the trip (rebooking).

In addition to the new travel price, a handling fee of € 30.00 per person will be charged for the rebooking. No handling fee will be charged for rebookings of rental cars up to 24 hours before the start of rental.

If additional costs are incurred by the service providers as a result of the rebooking (e.g. Ticket issuing costs, etc.), these will be charged separately.

Rebooking is excluded for trips with scheduled flights, for trips with the note XFI, for tours of any kind, for caravans & camper vans, for cruises and for admission tickets, transport tickets and other tickets and travel services for which special compensation rates have been agreed.

This does not apply if the rebooking is necessary because FTI has provided insufficient or false pre-contractual information to you. In this case, it is possible to rebook free of charge.

#### **8. Withdrawal before the start of the trip / compensation**

(1) You are entitled to withdraw from the contract at any time before the start of travel. The withdrawal is to be declared towards FTI. If the travel service has been booked via a travel intermediary, the withdrawal can also be declared towards the latter.

In the event of withdrawal, FTI is entitled to an appropriate and reasonable compensation if the withdrawal is not the responsibility of FTI or exceptional circumstances occur at the place of destination or in its direct vicinity that considerably impair the carrying out of the trip or the carriage of persons to the place of destination; circumstances are unavoidable and exceptional if they are not subject to the control of FTI and their consequences could then not have been avoided either if all reasonable precautions had been taken.

In the case of package tours, the time when the first contractual package service commences is decisive for calculating the compensation. This point in time also applies for other services as the date when the trip is commenced. With individual tourist services, the time when any contractual individual service commences is decisive for calculating the compensation. With several individual travel services, the cancellation fees are to be calculated individually and then added up.

(2) FTI will make use of the possibility to compound the compensation claim to which it is entitled, in compliance with the time until the start of the trip, the usual and anticipated savings of costs and the expected acquisition through other use. Unless informed otherwise in the pre-contractual regulations and listed otherwise within the framework of the booking confirmation / invoice, the deadlines and compensation rates notified at the end of these terms and conditions of travel and payment under Clause 8 (2) apply.

(3) You fundamentally have the option of proving that FTI has not incurred any damage, or has incurred less damage. In these cases, the calculation of the compensation in individual cases will be done, taking into account the saved costs and the proceedings from use otherwise.

(4) If the trip is not commenced or if individual travel services are not used which FTI was willing and able to provide pursuant to the contract, the claim to payment of the entire trip price is upheld.

If FTI has incurred saved costs or FTI was able to generate revenues through use otherwise, FTI will reimburse these to you.

#### **9. Identity of the implementing airline**

Pursuant to EU Regulation No. 2111/05 FTI hereby points out the obligation of the operator to inform you about the identity of the implementing airline for all transport services on the outbound and inbound flight before the conclusion of the contract if the airline has already been established before the contract is concluded. In this regard, we refer to the information in the specification regarding the airlines used. If the airline has not yet been established, we will inform you before the conclusion of the contract about the airline that is anticipated to be conducting the flight. As soon as the airline has been established, we will ensure that the information about this is sent to you as soon as possible. This also applies for any change at the airlines carrying out the flight.

#### **10. Notification of defects and remedy / Termination / Limitation**

(1) You must notify FTI immediately of any issue that conflicts with the contract and that you notice during the provision of the travel services agreed in the contract, taking into account the respective circumstances. In this regard, you are obligated to send your notification of defects immediately to the contact person indicated to you in the travel documents so that remedial measures can be taken. If the notification of the defect should not be made to this contact person, you may be made co-culpable for this.

(2) If the tour operator FTI does not eliminate the issue that conflicts with the contract, contrary to its obligation, within an appropriate period set by you, you can bring about remedial measures yourself and demand compensation from FTI for the costs required for this. The setting of a deadline by you is not necessary if FTI refuses to eliminate the issue that conflicts with the contract or if immediate remedial measures are necessary.

(3) If the travel service is considerably impaired by a defect in the travel, the trip participant can terminate the contract if FTI has allowed an appropriate period set by the trip participant to pass by without carrying out remedial measures. The determination of a deadline is not required if the remedial measures are unnecessary, are refused by FTI or if immediate remedial measures are necessary.

(4) Irrespective of the immediate notification of the defect on site, any claims for reduction/compensation must be made towards FTI. This registration of a claim can also be done via your travel intermediary. Written form is recommended.

(5) Claims of the trip participant become time-barred in 2 years unless the law makes provision for longer limitation periods. Compensation claims of FTI become time-barred after six months from the end of the trip. For package tours, the limitation period commences on the day on which the trip should end pursuant to the contract.

#### **11. Dispute resolution proceedings before a consumer mediation organisation**

FTI is not obligated to participate in dispute resolution proceedings before a consumer mediation organisation and also does not participate in dispute resolution proceedings before a consumer mediation organisation.

#### **12. International agreements and EC/EU regulations**

Your right to a reduction in price or compensation does not affect your rights pursuant to Regulation (EC) No. 261/2004 ("Air passenger rights"), the Regulation (EC) No. 1371/2007 ("Rail passengers' rights"), the Regulation (EC) No. 392/2008 ("Liability of carriers of passengers by sea in the event of accidents"), the Regulation (EU) No. 1177/2010 ("Rights of passengers when travelling by sea and inland waterway") and the Regulation (EU) No. 181/2011 ("Rights of passengers in bus and coach transport") and according to international agreements. You are entitled to also claim receivables pursuant to the named regulations and pursuant to international agreements. A compensation payment or reduction in price that is granted will, however, be offset against the claim to which you are entitled pursuant to the said regulations or according to international agreements for compensation or price reduction and conversely in order to avoid enrichment of the trip participant.

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## 13. Travel insurances

Unless otherwise explicitly noted, the travel prices do not include travel insurances. We recommend that you take out travel cancellation, travel liability, health and accident insurance.

If FTI or your travel agent offers travel insurances, these are only an agency service in this regard. The insurance contract is concluded solely between you and the travel agent indicated. Claims from these insurance contracts can only be filed directly to the insurer. The premiums for insurances are not part of the insurance price and are due immediately for payment on conclusion of the insurance. It is also not possible to withdraw from insurance contracts if the contractual duration of the insurance is less than 6 months.

## 14. Your contractual partner:

**FTI Touristik GmbH**  
**Address: Landsberger Straße 88,**  
**80339 Munich, Germany**  
**Telephone: +43 (0)820 240 458**  
**E-mail: info@fti.at**  
**Munich District Court, HRB 71745**

### Regarding Clause 8 (2):

#### Compensation rates for travel services of FTI Touristik GmbH

We give notice of the compensation rates named under Clause 8 Paragraph 2 as follows: **Separate compensation rates that deviate from those listed below** apply if these are listed in the specification or have been notified to you before booking and can be listed within the framework of the booking confirmation / invoice.

#### A. All travel services for which the following paragraphs B - F do not apply:

Up until the 30th day before the start of the trip 25%  
From the 29th – 22nd day before the start of the trip 30%  
From the 21st – 15th day before the start of the trip 40%  
From the 14th – 10th day before the start of the trip 55%  
From the 9th – 7th day before the start of the trip 75%  
From the 6th – 3rd day before the start of the trip 80%  
From the 2nd day before start of trip until commencement of trip 85%  
of the trip price.

#### B. Travel service with included scheduled flight and travel service with the label XFTI:

Until the 30th day before the start of the trip 35%  
From the 29th – 22nd day before the start of the trip 45%  
From the 21st – 15th day before the start of the trip 55%  
From the 14th – 10th day before the start of the trip 65%  
From the 9th – 7th day before the start of the trip 75%  
From the 6th – 3rd day before the start of the trip 80%  
From the 2nd day before start of trip until commencement of trip 85%  
of the trip price.

#### C. Nurfliug charter flights:

Until the 30th day before the start of the trip 50%  
From the 29th – 3rd day before the start of the trip 75%  
From the 2nd day before start of trip until commencement of trip 85%  
of the trip price.

#### D. Scheduled flights, intercontinental flights, trans-Pacific flights and domestic flights in the destination area:

The conditions of the airlines dependent on the flight and tariff selected by you will be notified to you in each case before the booking of the selected flight tariff by the booking office.

#### E. Rental cars:

Rental cars that are not part of the "driveFTI" programme up to 24 hours before start of rental: free of charge. This regulation only applies in the case of cancellations of rental cars but not with cancellations of combined trips or in the case of cancellations of all-terrain vehicles, camper vans or caravans. For these, the flat-rate cancellation rates indicated above apply, unless separate compensation rates of individual service providers are indicated.

**F. Concert, opera, theatre, musical tickets, transport tickets/passes (e.g. Underground, train, bus), ferry tickets, ski passes, green fees, city tours, admission tickets for museums, excursions à la carte, individual transfers and limousine service:** These travel services are not covered by the flat-rate cancellation rates. Instead, the amount of compensation is determined according to the statutory provisions, taking into account the value of the costs saved by FTI and what FTI acquires through other use of the travel service.