

GENERAL TERMS AND CONDITIONS ERLEBNISTICKETS

Rail Tours Touristik GmbH

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General travel conditions

The detailed travel conditions of Rail Tours Touristik GmbH become part of the travel contract with your booking. Due to the very extensive legal regulations, you will find the most important part of our general terms and conditions here. The organizer is the company that either offers several tourist services at a package price (package tour/travel event) or promises to provide individual tourist services as its own services and generally provides its own brochures, advertisements, etc. for this purpose, or puts together package tours together with other companies and contractually promises or offers them, or a company provides the traveler's data to other companies in the case of a linked online booking process (click-through). The following terms and conditions represent the contractual text on which Rail Tours Touristik GmbH Reisen as an organizer concludes contracts with its customers. The special conditions of the mediated tour operators, the mediated transport companies and the other mediated service providers take precedence.

THE TRAVEL AGENCY AS ORGANIZER

The following terms and conditions form the basis of the contract - hereinafter referred to as the travel contract - which bookers conclude with Rail Tours Touristik GmbH either directly (in writing or verbally) or by using an agent. In the case of direct conclusion, the organizer is subject to the obligations of an agent accordingly. The organizer generally applies the present GENERAL TRAVEL CONDITIONS, deviations are made visible in all its detailed advertising documents in accordance with the provisions of the PRG.

1. booking/conclusion of contract

The travel contract is concluded between the person making the booking and the organizer when there is agreement on the essential elements of the contract (price, service and date) after the provision of information within the meaning of § 4 PRG or § 15 PRG and the handover of the correct standard information sheet (see also A.1.2.3. of these travel conditions). This results in rights and obligations for the customer.

2. change in the person of the traveler

A change in the person of the traveler is possible, taking into account § 7 PRG, if the replacement person meets all the conditions for participation and can take place in two ways.

2.1 Assignment of the claim to travel services

The obligations of the person making the booking under the travel contract shall remain in force if he/she assigns all or individual claims under this contract to a third party. In this case, the booking party shall bear the resulting additional costs.

2.2 Transfer of the travel event

The customer may transfer the tour and the contractual relationship to another person. The transfer must be communicated to the organizer either directly or via the intermediary within a reasonable period before the departure date on a durable medium. The transferor and the transferee shall be jointly and severally liable for the unpaid fee and, where applicable, for any reasonable additional costs actually incurred as a result of the transfer. In the event of a change in the person of the traveler, there will always be a rebooking fee, which is made up of the expenses incurred by the tour operator and the third-party costs incurred (agency, expenses already incurred, airline, etc.).

3. content of the contract, information and other ancillary services

In addition to the information obligations that also apply to the agent (i.e. information within the meaning of §§ 4, 15 PRG on passport, visa, foreign exchange, customs and health entry regulations), the organizer must provide sufficient information about the service offered by him. The service descriptions in the catalog or brochure valid at the time of booking and the other information contained therein are the subject of the travel contract, unless otherwise agreed at the time of booking. It is recommended that such agreements be recorded in writing. With regard to changes prior to the conclusion of the contract, § 5 PRG must be observed.

4. legal bases in the event of defaults

4.1 Warranty

The customer has a no-fault warranty claim within the meaning of §§ 11, 12 PRG in the event of non-performance or defective performance. The customer agrees that the organizer will provide a defect-free service or improve the defective service within a reasonable period of time in lieu of the customer's claim for redhibitory action or price reduction. Only if this fails or if an improvement is not feasible or not possible or if the tour operator or service provider does not remedy the defect or offer an equivalent replacement within the reasonable period set by the customer, is the traveler entitled to the right pursuant to § 11 (3-7) PRG. Remedy can initially be provided in such a way that the defect is rectified or a substitute service of equal or higher value is provided, which also meets with the express approval of the customer.

4.2 Liability

If the tour operator or service providers attributable to the tour operator culpably violate the obligations incumbent on the tour operator from the contractual relationship with the traveler, the tour operator is obliged to compensate the traveler for the resulting damage. The tour operator is not liable for personal injury, property damage and financial loss suffered by the traveler in connection with the booked services, provided that they are

- represent a realization of the general life risk of the traveler or a general risk associated with the package tour which falls within the sphere of the traveler;
- are attributable to the fault of the traveler;

- are attributable to a third party who is not involved in the provision of the travel services covered by the package travel contract and the lack of conformity was neither foreseeable nor avoidable;
- were not promised by him or were additionally booked by the traveler himself on site with third parties or service providers not attributable to the tour operator after the start of the trip; or
- are due to unavoidable and exceptional circumstances.

In the case of trips with special risks (e.g. expedition character), the tour operator is not liable for the consequences that arise in the course of the realization of the risks if this occurs outside the tour operator's sphere of responsibility. The tour operator's obligation to carefully prepare the package tour and to carefully select the persons and companies entrusted with the provision of the individual travel services remains unaffected. The traveler must comply with laws and regulations, instructions and orders of the local staff, as well as commands and prohibitions (e.g. no swimming, no diving, etc.). In the event of non-compliance by the traveler, the tour operator shall not be liable for any resulting personal injury or property damage to the traveler or personal injury or property damage to third parties. Travelers are advised not to take any items of particular value with them. Furthermore, it is recommended that the items taken along are properly stored or insured. In addition, it is recommended to take out appropriate insurance (e.g. travel cancellation or curtailment insurance, travel liability insurance, luggage insurance, foreign travel health insurance, personal protection, delay protection, etc.), which provides sufficient cover from the conclusion of the package travel contract until the end of the package tour. Insofar as the Montreal Convention on International Carriage by Air 2001, the Athens Protocol 2002 to the Athens Convention on Carriage by Sea 1974 or the Convention concerning International Carriage by Rail 1980 as amended in 1999 restrict the scope of compensation or the conditions under which a provider of a travel service covered by the package travel contract must pay compensation, these restrictions also apply to the tour operator (see § 12 Para. 4 PRG).

4.3 Notification of defects

The customer must immediately notify a representative of the tour operator or the travel agency within the meaning of § 13 PRG, which is obliged to forward the complaint to the tour operator without delay, of any defect in the performance of the contract that he/she discovers during the trip. This presupposes that such a representative has been made known to the tour operator and can be reached on the spot without significant effort. Failure to do so does not affect the customer's basic warranty claims described under 5, but must be taken into account accordingly. It may, however, be counted as contributory negligence and thus reduce the customer's possible claims for damages. However, the organizer must have informed the customer in writing, either directly or via the agent, of this obligation to notify. At the same time, the customer must also have been informed that failure to notify the organizer does not affect the customer's basic warranty claims, but may be counted as contributory negligence. In the absence of a local representative, it is advisable to inform either the respective service provider (e.g. hotel, airline) or the tour operator or travel agent directly of any defects and to demand redress.

4.4 Special liability laws

The organizer is liable for air travel under the Warsaw Convention and its supplementary agreement (Montreal Convention), for rail and bus travel under the Railway and Motor Vehicle Liability Act. The right to price reduction and compensation does not affect the rights of customers/travelers under other regulations (Air Passenger Rights Regulation, etc.) as defined in § 12 (5) PRG. However, a compensation payment or

price reduction granted under the PRG shall be credited against a service/payment provided under the regulation referred to in § 12 (5) PRG and vice versa.

5. assertion of any claims

In order to facilitate the assertion of claims, the customer is advised to obtain written confirmation of the non-performance or defective performance of services or to secure supporting documents, evidence and witnesses. Warranty claims by consumers can be asserted within 2 years. Claims for damages expire after 3 years. In the interests of the traveler, it is advisable to assert claims directly with the tour operator or via the travel agent immediately after returning from the trip, whereby the written form is recommended, as increasing delays can lead to difficulties in providing evidence. It should be taken into account that consultations/research on site may also be necessary with regard to complaints and that this may also take some time.

6 Withdrawal from the contract

6.1 Withdrawal by the customer before the start of the trip

a) Withdrawal without compensation Apart from the statutory rights of withdrawal, the customer may withdraw from the contract without the organizer having any claims against him in the following cases occurring before the start of the service: If essential elements of the contract, including the travel price, are significantly changed or customer specifications cannot be met. In any case, the frustration of the intended purpose or character of the tour as well as an increase in the agreed tour price by more than 8 percent in accordance with Section 8.1 shall constitute such a change to the contract. The tour operator is obliged to explain the contract amendment to the customer without delay, either directly or via the intermediary travel agency, and to inform the customer of the existing option of either accepting the contract amendment or withdrawing from the contract, and to inform the customer, setting a reasonable deadline in each individual case (purpose of the trip, start of the trip) (Section 9 (4) PRG), that if the customer does not respond within the reasonable deadline, his silence shall be deemed to be consent and the travel contract shall come into effect with the amended content. The customer must exercise his right of choice without delay and may in this case withdraw from the contract without paying any compensation. The following applies: The tour operator is permitted to make changes to essential features of travel services from the agreed content of the package travel contract that become necessary after conclusion of the contract and were not brought about by the tour operator in bad faith before the start of the trip, provided that the changes are insignificant and do not affect the overall package/character of the trip. The tour operator is obliged to inform the customer of any changes to services immediately after becoming aware of the reason for the change in a clear, comprehensible and prominent manner on a durable medium (e.g. also by email). In the event of a significant change to an essential feature of a travel service or a deviation from the customer's special requirements, which have become part of the package travel contract, the customer is entitled, within a reasonable period set by the tour operator at the same time as notification of the change - either accept the change or - withdraw from the package travel contract free of charge or - to demand participation in a substitute tour if the tour operator has offered such a tour. The customer has the choice of responding to the tour operator's notification or not. If the customer responds to the tour operator, he can either agree to the change to the contract, demand to take part in a substitute tour if one has been offered



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to him, or withdraw from the contract free of charge. If the customer does not respond to the tour operator or does not respond within the deadline set, the notified change is deemed to have been accepted. The customer must be informed of this in the declaration in a clear, comprehensible and emphasized manner. Any warranty claims remain unaffected if the changed services are defective. If the tour operator had lower costs for the execution of the modified tour or replacement tour with equivalent quality, the customer shall be reimbursed the difference. If the tour operator is at fault for the occurrence of the event entitling the customer to withdraw, the tour operator is obliged to pay compensation to the customer.

b) Entitlement to compensation If the customer does not make use of the cancellation options according to lit. a and if the tour operator cancels through no fault of the customer, the customer may, instead of rescinding the contract, demand fulfillment of the contract by participating in another equivalent travel event, provided that the tour operator is able to provide this service. In addition to the right to choose, the customer is also entitled to compensation for non-fulfillment of the contract, unless the cases in 7.2. apply.

c) Withdrawal with compensation payment The compensation is a percentage of the travel price and the amount depends on the time of the declaration of withdrawal before departure and the respective type of travel as well as the expenses saved, any expected income from other use of the travel service and the actual payments to be made to the service providers. The travel price or package price is the total price of the contractually agreed service. In all cases not mentioned under lit. a, the customer is entitled to withdraw from the contract against payment of a cancellation fee. If the cancellation fee is unreasonable, it may be reduced by the court.

Ski tickets:

100% cancellation fee from booking

Leisure offers except ski tickets:

The terms and conditions of the respective experience partner apply:

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Train tickets:

ÖBB Personenverkehr AG: ÖBB Sparschiene: 100% cancellation fee from booking ÖBB Sparschiene Komfort: free cancellation up to 15 days before the first day of validity, 50% cancellation fee thereafter ÖBB Standard-Ticket: free cancellation up to 1 day before the first day of validity DB Flexpreis: free cancellation up to 8 days before the first day of validity, 7 days to 1 day before the first day of validity € 10,- DB Sparpreis: 100% cancellation fee from booking

Transport associations:

One-way tickets transport associations: see fare regulations of the respective transport association

[Eastern Region Transport Association](#)

[Transport association Upper Austria](#)

[Salzburg Transport Association](#)

[Transport association Tyrol](#)

[Transport association Vorarlberg](#)

[Transport association Styria](#)

[Transport association Carinthia](#)

No-Show: Regardless of the service booked: 100% no-show fee Individual services of the Experience Ticket cannot be canceled or rebooked! A refund for partially unused services is not possible. A rebooking is treated in the same way as a cancellation and a new booking.

We recommend that you take out [cancellation insurance](#)!

d) No-show A no-show occurs if the customer fails to depart because he lacks the will to travel or if he misses the departure due to negligence on his part or due to a coincidence that has happened to him. If it is also clear that the customer can no longer or no longer wishes to make use of the remaining travel services, the customer must pay the full travel price.

6.2 Withdrawal by the organizer before the start of the trip

The organizer shall be released from fulfilling the contract (§ 10 (3) PRG) if a) a minimum number of participants specified from the outset in the invitation to tender is not reached and the customer has been notified in writing of the cancellation within the period specified in the description of the tour or within the following periods: up to the 20th day before the start of the trip for trips of more than 6 days, up to the 7th day before departure for trips of 2 to 6 days, up to 48 hours before departure for trips lasting less than two days. If the organizer is at fault for the failure to reach the minimum number of participants due to more than slight negligence, the customer may demand compensation; this is a lump sum equal to the amount of the cancellation fee. The assertion of a claim for damages exceeding this amount is not excluded. b) Cancellation/withdrawal is due to unavoidable, extraordinary circumstances, i.e. due to unusual and unforeseeable events over which the party claiming force majeure has no influence and the consequences of which could not have been avoided despite exercising due care. However, this does not include overbooking, but does include government orders, strikes, war or warlike conditions, epidemics, natural disasters, etc. c) In cases a) and b), the customer shall be refunded the amount paid. The customer has the right to choose in accordance with 7.1.b, 1st paragraph.

6.3 Withdrawal by the organizer after the start of the trip

The tour operator is released from the obligation to fulfill the contract if the customer, in the context of a group tour, disrupts the execution of the tour through grossly improper behavior, regardless of a warning, so that the cancellation of the contract is justified and the execution of the tour is no longer reasonable for the tour operator or all other travelers. In this case, the customer is obliged to compensate the tour operator for the damage if he is at fault.

7. amendments to the contract

7.1 Price changes

The organizer reserves the right to increase the travel price confirmed with the booking for reasons beyond its control, provided that the travel date is more than two months after the conclusion of the contract. Such reasons are exclusively changes in transportation costs - such as fuel costs - charges for certain services such as landing fees, embarkation or disembarkation fees in ports and corresponding fees at airports or the



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exchange rates applicable to the travel event in question. In the event of a price reduction for these reasons, this must be passed on to the traveler. Within the two-month period, price increases can only be made if the reasons for this were negotiated in detail at the time of booking and noted on the booking form. There are no price changes from the 20th day before the departure date. A price change is only permitted if the agreed conditions are met and a precise indication of the calculation of the new price is provided. The customer must be informed immediately of any price changes and their circumstances. If the travel price is changed by more than 8 percent, the customer may withdraw from the contract without incurring a cancellation fee (see section 7.1.a.). Likewise, any price reduction within the meaning of § 8 (4) PRG must be passed on to the customer.

7.2 Changes to services after the start of the trip

In the event of changes for which the organizer is responsible, the provisions set out in Section 5 (Legal basis for service disruptions) shall apply. If it becomes apparent after departure that a significant part of the contractually agreed services will not or cannot be provided, the organizer must make reasonable arrangements within the meaning of § 11 (5) PRG without additional payment so that the tour can continue. If such arrangements cannot be made or if they are not accepted by the customer for valid reasons, the organizer must, if necessary, provide an equivalent or higher-quality option for transporting the customer to the place of departure or to another location agreed with the customer (as defined in Section 11 (6) (7) PRG) without additional charge. In addition, the organizer is obliged to provide the customer with all possible assistance to overcome difficulties in the event of non-performance or inadequate performance of the contract. There is no entitlement to compensation for service changes caused by government orders, strikes, war or war-like conditions, epidemics, natural disasters or illness or accident of a travel participant through no fault of Rail Tours Touristik GmbH.

8. provision of information to third parties

Information about the names of travel participants and travelers will not be provided to third parties, even in urgent cases, unless the traveler has expressly requested such information. The costs arising from the transmission of urgent messages shall be borne by the customer. It is therefore recommended that travelers inform their relatives of their exact vacation address.

9. payment modalities

Credit card when booking on our website If the booking has already been confirmed online by credit card, your credit card will be charged approximately ten days before departure.

Credit card for telephone and written bookings We will be happy to send you a link that you can use to pay for your trip securely and conveniently online. If you pay the entire travel price at least twenty days before departure, your payment is secured in the event of insolvency in accordance with the Package Travel Act.

Bank transfer IBAN: AT97 1200 0506 7064 9101

Purpose: the transaction number of your booking, which you will find attached to the booking confirmation. If you pay the entire travel price at the earliest twenty days before departure, your payment is secured in the event of insolvency in accordance with the Package Travel Act.

For travel agencies, the terms of payment according to the agency contract apply.

10. other provisions

The following points are an integral part of the travel contract. By making a booking, the customer expressly accepts these points and they form the basis of the travel contract concluded.

Liability of the organizer in case of insolvency

In accordance with the Package Travel Act (PRG), Rail Tours Touristik GmbH is registered in the Gewerbeinformationsystem Austria and in the Travel Insolvency Protection Register with the GISA number 24011495. According to the Package Travel Act, customer deposits for package tours of the tour operator Rail Tours Touristik GmbH are covered under the following conditions: The down payment is made at the earliest eleven months before the agreed end of the tour and amounts to 10% of the tour price. The remaining or total payment shall be made at the earliest 20 days before departure - step by step against delivery of the travel documents to the traveler. Deposits or final payments made in excess of this or prematurely may not be claimed and are not covered. The insurer is WIENER STÄDTISCHE Versicherung AG Vienna Insurance Group (policy number 08-G648.606-J). All claims must be filed with the liquidator (WIENER STÄDTISCHE Versicherung AG Vienna Insurance Group, Schottenring 30, 1010 Vienna, phone: 050 350 355, e-mail: kundenservice@wienerstaedtiche.at) within 8 weeks of the occurrence of insolvency in the event of any other loss of entitlement. Rail Tours Touristik Ges.m.b.H. constantly checks and updates the information on its website. Despite all due care, data may have changed in the meantime. We therefore accept no liability or guarantee for the topicality, accuracy and completeness of the information provided. The same applies to all other websites to which reference is made via hyperlinks. Rail Tours Touristik Ges.m.b.H. hereby expressly distances itself from all contents of the websites that are accessed via such links. Rail Tours Touristik Ges.m.b.H. reserves the right to make changes or additions to the information provided without prior notice.

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