

# General terms and conditions

## 1. Scope of application and definitions

1.1 A tour operator is an entrepreneur who either directly or through another entrepreneur or jointly with another entrepreneur arranges package tours (as defined in § 2 para 2 PRG) and contractually promises or offers them (cf. § 2 para 7 PRG). The tour operator shall provide its services in accordance with the statutory provisions, in particular the Package Travel Act (PRG), as well as the Package Travel Ordinance (PRV) with the due diligence of a prudent entrepreneur. An entrepreneur is any natural or legal person who is an entrepreneur according to § 1 of the Consumer Protection Act (cf. § 2 para. 9 PRG).

In the following, tour operator means the company Golden Dome Travel.

1.2 The General Terms and Conditions are deemed to be agreed if they have been transmitted - before the traveller is bound to a contract by a contractual declaration - or if the traveller has been able to inspect their content. They supplement the package travel contract concluded with the traveller. If the traveller books for third parties (co-travellers), he thereby confirms that he has been authorised by these third parties to obtain an offer for them, to agree the general terms and conditions for them and to conclude a package travel contract for them. The traveller who makes a booking for him/herself or for a third party is thus deemed to be the principal and, by analogy, assumes the obligations arising from the contract with the tour operator (payments, withdrawal from the contract, etc.) within the meaning of section 7(2) PRG, unless otherwise agreed.

1.3 Traveller means any person who intends to conclude a contract subject to the provisions of the Package Travel Act (e.g. package travel contract) or who is entitled to use travel services on the basis of such a contract.

1.4 The catalogue and the homepage of the tour operator serve as mere advertising media. The packages and other services presented in them do not constitute offers (see 2.2.). 1.5.

1.5 A package travel contract is the contract concluded between the tour operator and the traveller for a package travel.

1.6 Travel price means the amount to be paid by the traveller as specified in the package travel contract.

1.7 A person with reduced mobility is, by analogy with Art 2 lit a of Regulation 1107/2006 (Rights of disabled persons and persons with reduced mobility when travelling by air), a person with a physical disability (sensory or locomotor, permanent or temporary) which restricts the use of elements of the package (e.g. use of a means of transport, accommodation) and requires the services to be agreed to be adapted to the particular needs of that person.

1.8 Unavoidable and extraordinary or unforeseeable circumstances are incidents/events/circumstances outside the sphere/control of the person invoking them and the consequences of which could not have been avoided even if all reasonable precautions had been taken (e.g. acts of war, serious impairments of security such as terrorism, outbreaks of serious diseases, natural disasters, weather conditions preventing safe travel etc.) (Cf. § 2 para 12 PRG).

1.9 The Package Travel Act and the General Terms and Conditions do not apply to package travel contracts concluded on the basis of a general agreement on the organisation of business travel (e.g. framework agreement) between two entrepreneurs.

## **2. tasks of the tour operator**

2.1 Based on the information provided by the traveller, the tour operator shall prepare travel proposals for the traveller. These are non-binding and are therefore not yet offers within the meaning of § 4 PRG. If no travel proposals can be made on the basis of the information provided by the traveller (no variants, no services, etc.), the tour operator shall inform the traveller of this.

The travel proposals are based on the information provided by the traveller, which is why incorrect and/or incomplete information provided by the traveller - in the absence of clarification by the traveller - may form the basis of the travel proposals. When making travel suggestions, for example (without any claim to completeness), the amount of the price, the expertise of the service provider, discounts, the best price principle and others may be used as parameters. 2.2.

2.2 If the traveller has a concrete interest in one of the travel proposals submitted to him by the tour operator, the tour operator shall prepare a travel offer on the basis of the travel proposal in accordance with the requirements of § 4 PRG, insofar as these are relevant for the trip. The travel offer prepared by the tour operator binds the tour operator. Changes to the pre-contractual information contained in the travel offer due to changes in prices and services are possible, provided the tour operator has reserved the right to do so in the travel offer, it informs the traveller clearly, comprehensibly and unambiguously about the changes before conclusion of the package travel contract and the changes are made in agreement between the traveller and the tour operator (cf. § 5 para 1 PRG). The travel contract comes into effect with the registration via the website.

2.3 The tour operator advises and informs the traveller on the basis of the information provided by the traveller to the tour operator. The tour operator shall present the package tour requested by the traveller to the best of his knowledge, taking into account the customary conditions of the respective country/destination and any special features associated with the package tour (e.g. expedition tours). There is no obligation to provide information about generally known circumstances (e.g. topography, climate, flora and fauna of the destination requested by the traveller, etc.) unless, depending on the type of package tour, there are circumstances which require separate information or unless information about circumstances is necessary for the provision and the course or performance of the services to be agreed. In principle, it must be taken into account that the traveller consciously chooses a different environment and that the standard, furnishings, food (especially spices) and hygiene are oriented towards the respective regional standards/criteria customary for the country/destination. In addition, the traveller has the opportunity to read more detailed information on the conditions customary in the country, in particular with regard to the location, place and standard (customary in the country) of the services to be agreed, in principle on the website of the tour operator.

2.4 The tour operator shall inform the traveller in accordance with § 4 PRG before the traveller is bound to a package travel contract by a contractual statement:

2.4.1 About the existence of a package travel by means of a standard information sheet according to § 4 para 1 PRG. In addition, the standard information sheet for package tours can, in principle, be viewed on the website of the tour organiser.

2.4.2 On the information listed in § 4 para 1 PRG, insofar as this is relevant for the package tour to be agreed and is necessary for the implementation and provision of services (e.g. in the case of a pure seaside holiday, no information on sightseeing is required as in the case of study tours etc., insofar as these are not part of the agreed services). Furthermore, this information can in principle - if available - be viewed on the homepage of the respective tour operator.

2.4.3 Whether the package tour to be agreed is generally suitable for persons with reduced mobility (cf. 1.6.), provided that this information is relevant for the package tour in question (section 4(1)(h) PRG).

2.4.4 About general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas and for the completion of health formalities (Section 4(1)(6) PRG), insofar as this information is relevant to the package tour in question. Upon request, the tour operator shall provide information on foreign exchange and customs regulations. In addition, general information on passport and visa requirements, health formalities as well as foreign exchange and customs regulations can be obtained by travellers with Austrian citizenship by selecting the desired country of destination at <https://www.bmeia.gv.at/reise-aufenthalt/reiseinformation/laender/> - or by EU citizens from their respective representative authorities. It is assumed to be known that a valid passport (e.g. not expired, not reported as stolen or lost, etc.) is generally required for travel abroad and that the traveller is responsible for its validity. The traveller is responsible for complying with the health formalities communicated to him/her. The traveller is responsible for obtaining any necessary visas, unless the tour operator or travel agent has agreed to provide such visas.

2.5 Special requests of the traveller in the sense of customer wishes (e.g. sea view) are in principle non-binding and do not give rise to a legal claim as long as these requests have not been confirmed by the tour operator in the sense of a requirement of the traveller according to § 6 para. 2 no. 1 PRG. If confirmation is given, a binding service commitment exists. The acceptance of customer requests by the tour operator merely represents a commitment to forward them to the specific service provider or to clarify their fulfilment and is not a legally binding commitment as long as it has not been confirmed by the tour operator.

2.6 If the traveller does not book directly with the tour operator (e.g. by visiting the branch office, enquiring by telephone or e-mail, etc.) but through a travel agent, the provisions of point 2 of these GTC apply to the latter.

### **3. powers of the travel agent and locally booked services**

3.1 Travel agents are not authorised by the tour operator to make deviating agreements, to give information or to make assurances which change the agreed content of the package tour contract, go beyond the contractually promised services of the tour operator or contradict the travel offer. Travel catalogues and internet advertisements not published by the tour operator are not binding for the tour operator and its obligation to perform, unless they have been made the subject of the travel offer or the content of the tour operator's obligation to perform by express agreement between the tour operator and the traveller. 3.2.

3.2 On-site services booked with third parties other than the tour operator or service providers not attributable to the tour operator are not binding for the tour operator and its service obligation and are not attributed to the tour operator unless these services have been expressly confirmed/authorised by the tour operator (cf. 20.6.).

### **4. the traveller's duty to inform and cooperate**

4.1 The traveller must inform the tour operator - if necessary with the help of a travel agent, if the booking was made through such an agent - in a timely, complete and truthful manner of all personal (e.g. date of birth, nationality, etc.) and factual information (e.g. planned import/bringing of medication, prostheses, animals, etc.) required and relevant for the package tour. The traveller must inform the tour operator about all personal circumstances or those of fellow travellers (e.g. allergies, food intolerance, no travel experience, etc.) and about his or his fellow travellers' special needs, in particular about any existing limited mobility or state of health and other restrictions. 4.2. the traveller shall be informed of his or her or his fellow travellers' special needs, in particular of any existing limited mobility or state of health and other restrictions which may be relevant for the preparation of travel offers or for the preparation or implementation of a package tour with the services to be agreed (e.g. in the case of hiking tours, etc.), if necessary by providing complete qualified proof (e.g. a medical certificate).

4.2 In the event of reduced mobility or other restrictions or special needs within the meaning of point 4.1 (e.g. the need for special medication, regular medical treatment, etc.), which appear likely to impair travel, the traveller is advised to clarify with a doctor before booking whether the necessary fitness to travel is given.

4.3 If the traveller's mobility is restricted only in the period between the conclusion of the contract and the start of the package tour or if other restrictions within the meaning of 4.1 arise in this period, the traveller must inform the tour operator of this without delay - whereby the written form is recommended for reasons of evidence - so that the tour operator can decide whether the traveller can continue to participate in the package tour without endangering himself or his fellow travellers or whether he is entitled to exclude the traveller and withdraw from the contract. If the traveller does not comply with his duty to inform completely or in time and the tour operator declares the withdrawal from the contract, the tour operator is entitled to compensation according to the compensation packages.

4.4 The traveller who makes a booking for himself or a third party (co-traveller) is deemed to be the principal and assumes the obligations arising from the contract with the tour operator (e.g. payment of the fee; only the principal is entitled to declare withdrawal from the contract, etc.) in the sense of § 7 para 2 PRG, unless otherwise agreed (cf. 1.2.).

The traveller is obliged to check all contractual documents transmitted by the tour operator (e.g. package tour contract, booking confirmation, vouchers, vouchers) for factual correctness of his/her details/data and for any discrepancies (spelling mistakes; e.g. name, date of birth) as well as incompleteness and, in the event of incorrectness/discrepancies/incompleteness, to notify the tour operator immediately for correction - whereby the written form is recommended for reasons of proof. Any additional expense incurred as a result, if this additional expense is based on incorrect or inaccurate information provided by the traveller, shall be borne by the traveller, whereby the fee shall amount to at least € 29.00.

4.6 The tour operator shall bear the costs of the necessary accommodation for a maximum of three nights in the event of the impossibility of the contractually agreed return transport of the traveller due to unavoidable and extraordinary circumstances. This does not apply to passengers with reduced mobility (as defined in Article 2(a) of Regulation (EC) No 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air) and their accompanying passengers, to pregnant passengers, to unaccompanied minors and to passengers requiring special medical assistance, provided that the aforementioned persons notify the tour operator of their special needs, which did not exist or need not have been known to them at the time of booking, 48 hours before the start of the journey (cf. 4.3.).

4.7 Pursuant to § 11 para 2 PRG, the traveller must report any lack of conformity with the agreed travel services perceived by him/her immediately and in full, including a concrete description of the lack of conformity/defect, so that the tour operator can be put in a position to rectify the lack of conformity - insofar as this is possible or feasible depending on the individual case - taking into account the respective circumstances (e.g. time shift, impossibility to travel). time difference, impossibility of contact in the case of an expedition trip, availability of an alternative or an exchange/improvement option, etc.) and the effort involved (e.g. cleaning a substitute room, finding a substitute hotel, etc.). If the traveller books through a travel agent and a lack of conformity occurs during the business hours of the travel agent, the traveller shall report the lack of conformity to the travel agent. It is recommended that the traveller use the written form, in particular for reasons of evidence. Outside normal business hours, the traveller shall report any lack of conformity to the tour operator's representative on site or, if such a representative is not available and/or not contractually owed, directly to the tour operator at the emergency number stated in the package travel contract. In the event of failure to report a lack of conformity, this will affect any warranty claims of the traveller, if remedy is possible on site and reporting would also have been reasonable. According to § 12 para. 2 PRG, the failure to report a lack of conformity can also be considered as contributory negligence (§ 1304 ABGB) with regard to claims for damages. Notification of a lack of conformity with the contract does not constitute a commitment to perform on the part of the tour operator.

4.8 The traveller is obliged to pay the travel price agreed within the framework of the package travel contract on time and in full in accordance with the payment provisions. In the event of late or incomplete payment of the deposit or balance, the tour operator reserves the right, after issuing a reminder and setting a grace period, to declare withdrawal from the contract and, irrespective of the lump sum compensation due, to claim any further damages.

4.9 In the event of the assertion and receipt of payments from claims for damages or price reductions within the meaning of § 12 para 5 PRG (e.g. 4.10. The traveller must fully and truthfully inform the travel agent or tour operator of this circumstance in the event of the assertion and receipt of payments from claims for damages or price reductions within the meaning of § 12 para. 5 PRG (e.g. compensation payment according to Art. 7 Passenger Rights Regulation) or in the event of the receipt of other payments and services from service providers or third parties, which are to be offset against the traveller's claims for damages or price reductions against the tour operator (e.g. payments from the hotel).

4.10. The traveller has a duty to mitigate damages in the event of a breach of contract (§ 1304 ABGB).

## **5. insurance**

5.1 As a general rule, it should be noted when travelling on holiday that no valuable items, important documents etc. should be taken with you. In the case of important documents, the making and use of copies - insofar as their use is permitted - is recommended. Theft of valuables cannot be ruled out and is generally to be borne by the traveller himself/herself, as a realisation of the general risk of life.

5.2 It is recommended to take out insurance (travel cancellation insurance, travel interruption insurance, luggage insurance, foreign travel health insurance, etc.) which guarantees sufficient cover from the date of the package tour contract until the end of the package tour. The traveller can find more detailed information on insurance on the homepage of the tour operator. The tour operator can act as an intermediary. As a tour operator, we are legally obliged to point out the need to take out travel cancellation insurance.

## **6 Booking/Conclusion of contract/Payment**

6.1 The package tour contract is concluded between the traveller and the tour operator when there is agreement on the essential elements of the contract (price, service and date) and the traveller makes the booking via the website. This results in rights and obligations for the tour operator and the traveller. 6.2.1.

6.2.1 The traveller usually pays a deposit of 20% on the website from the tour operator. The balance is paid in two instalments up to 20 days before the trip.

6.2.2 Unless otherwise agreed, the traveller shall pay a deposit of 20% of the tour price to the account specified in the package travel contract (or to the account notified by the travel agent) within 7 days of receipt of the package travel contract, but no earlier than 11 months before the end of the package.

6.3 If the contract is concluded within 20 days prior to departure, the entire tour price shall be transferred immediately upon receipt of the package travel contract to the account stated therein (or to the account disclosed by the travel agent).

6.4 If the traveller does not fulfil his payment obligations according to 6.2 or 6.3, the tour operator reserves the right, after issuing a reminder with a deadline, to declare the withdrawal from the contract and to claim damages according to the compensation flat rates.

## **7. persons with reduced mobility**

7.1 Whether a package tour is specifically suitable for persons with reduced mobility must be clarified on a case-by-case basis, taking into account the nature and extent of the reduced mobility, the character of the package tour (e.g. adventure trip, study trip, city break, etc.), the country/destination, the means of transport (e.g. bus, plane, ship, etc.) and the accommodation (e.g. hotel, alpine hut, tent, etc.). Persons with reduced mobility must therefore ask the tour operator whether the desired package tour is suitable for them in the specific case. The suitability of a package holiday in a specific case for persons with reduced mobility does not mean that all the services included in the package holiday contract can be used without restriction by the person with reduced mobility (e.g. a hotel complex may have suitable rooms and other areas for persons with reduced mobility. However, this does not mean that the entire facility (e.g. use of the pool, etc.) is suitable for PRM). If a person with reduced mobility books a suitable package holiday, the tour operator keeps a handicap record. This shall form the basis of the package travel contract to be concluded.

7.2 The tour operator may refuse to accept the booking of a package by a person with reduced mobility if the tour operator and/or one of its agents (e.g. hotel, airline, etc.), after a careful assessment of the specific needs and requirements of the traveller, conclude that the traveller cannot be transported/accommodated safely and in accordance with safety regulations or consider that the specific package is not suitable for the traveller.

7.3 The tour operator and/or one of its agents (e.g. airline, hotel, etc.) reserves the right to refuse carriage/accommodation to a traveller who has failed to provide the tour operator with sufficient notice of his/her reduced mobility and/or special needs in accordance with 4.1. and/or 4.3. of the GTC to enable the tour operator and/or agent to assess the possibility of safe and organisationally practicable carriage/accommodation.

7.4 The tour operator reserves the right to refuse to allow travellers who, in the opinion of the tour operator and/or one of the agents (e.g. airline, hotel, etc.), are not fit to travel or are not suitable for

the package due to the itinerary, travel destination, etc., or pose a risk to themselves or others during the package, to participate in the package for safety reasons.

## **8. package travel contract**

8.1 The traveller shall receive a copy of the contract document or a confirmation of the contract on a durable medium (e.g. paper, email) upon conclusion of a package travel contract or immediately thereafter. If the package travel contract is concluded in the simultaneous presence of the contracting parties, the traveller shall be entitled to a paper copy. In the case of contracts concluded away from business premises within the meaning of Section 3(1) FAGG, the traveller agrees to be provided with the copy or confirmation of the package travel contract alternatively on another durable data medium (e.g. email).

8.2 Unless otherwise agreed, the traveller shall be provided with the booking vouchers, vouchers, transport tickets and admission tickets, information on the planned expected departure times and, if applicable, on scheduled stopovers, connections and arrival times at the last delivery/contact address provided by the traveller in good time before the start of the package tour. Should the documents/documents just mentioned show inaccuracies/discrepancies/incompleteness within the meaning of 4.5, the traveller must contact the travel agent or tour operator (cf. 4.5).

## **9. substitute person**

9.1 According to § 7 PRG, the traveller has the right to transfer the package tour contract to another person who fulfils all contractual conditions and is also suitable for the package tour (criteria can be e.g. gender, (non-)presence of pregnancy, state of health, required vaccinations/ sufficient vaccination protection, special knowledge and skills, visas, valid entry documents, non-existence of an entry ban etc.). If the other person does not fulfil all contractual conditions or is not suitable for the package tour, the tour operator may object to the transfer of the contract. The tour operator shall be informed of the transfer of the contract on a durable medium (e.g. paper, email) within a reasonable period of 30 days, but no later than seven days before the start of the package. A minimum transfer fee of € 49.00 is payable for the transfer of the package travel contract, unless additional costs are incurred.

The traveller who transfers the package travel contract and the person who enters into the contract are jointly and severally liable to the tour operator for the outstanding amount of the travel price and the minimum manipulation fee, as well as for any additional costs arising beyond this.

9.2 Many airlines or other carriers or service providers treat changes to the date of travel or the name of the traveller as cancellations and charge accordingly. If additional costs are incurred, these will be charged to the passenger (analogous to § 7 para 2 PRG).

## **10. price changes before the start of the tour**

10.1 The tour operator reserves the right in the package travel contract to make price changes after the conclusion of the package travel contract no later than 20 days before the start of the package. The tour operator shall notify the traveller of the price increase (including calculation) in a clear, comprehensible and prominent manner on a durable medium (e.g. paper, email) at the latest 20 days before the start of the package tour, stating the reasons.

10.2 Price changes are permissible in the event of changes to the following costs after conclusion of the contract:

- 1) costs of passenger transport as a result of the cost of fuel or other energy sources;
- 2) the amount of taxes and duties payable for the contractually agreed travel services, such as sojourn taxes, landing fees, embarkation or disembarkation fees at ports, corresponding fees at airports and fees for services at ports or airports;
- 3) the exchange rates applicable to the package.

Price changes may result in price increases or decreases. With respect to 1) any change in the tour price will be equal to the additional amount charged by the service provider for bus, train or airfare, or XX% of the tour price per dollar of the increase in price of a barrel of fuel (NY-MEX Index); with respect to 2) any change in the tour price will be equal to the full amount of fees; with respect to 3) any change in the tour price will be equal to the change in exchange rates. (This part will be adjusted)

In the event of price reductions, the amount of the price reduction will be refunded to the traveller. However, the tour operator may deduct actual administrative expenses from this amount. At the traveller's request, the tour operator will provide evidence of these administrative expenses.

10.3 In the event of an increase of more than 8% of the tour price (as defined in § 8 PRG), 11.4 shall apply. The traveller has the choice of accepting the increase as a change to the contract, agreeing to participate in a substitute trip - if offered - or withdrawing from the contract without being obliged to pay a lump sum compensation. Insurance premiums already paid cannot be refunded to the traveller.

## **11 Changes to the service before the start of the tour**

11.1 The tour operator may make insignificant changes to services before the start of the tour, provided that he has reserved this right in the contract. The tour operator or the travel agent, if the package tour was booked through such an agent, shall inform the traveller of the changes clearly, comprehensibly and distinctly on a durable medium (e.g. paper, email) at the address last notified by him. 11.2.

11.2 Insignificant changes are - whereby this is to be checked in each individual case - minor, objectively justified changes which do not significantly alter the character and/or duration and/or service content and/or quality of the booked package tour.

11.3 Significant changes may be a significant reduction in the quality or value of travel services which the tour operator is forced to make if the changes affect essential characteristics of the travel services and/or have an influence on the package and/or travel arrangements. Whether a change or reduction in the quality or value of travel services is substantial must be assessed on a case-by-case basis, taking into account the nature, duration, purpose and price of the package, as well as the intensity and duration and causality of the change and, if applicable, the culpability of the circumstances that led to the change.

11.4 If the tour operator is forced to make substantial changes in the above sense of those essential features of the travel services which constitute the character and purpose of the package (cf. section 4(1)(1) PRG) in accordance with section 9(2) PRG, or if it cannot meet the traveller's requirements expressly confirmed by the tour operator, or if it increases the total price of the package by more than 8% in accordance with the provisions of section 8 PRG, the traveller may, within a reasonable period of time determined by the tour operator

- agree to the proposed changes within a reasonable period of time set by the tour operator, or
- agree to participate in a substitute tour, if offered by the tour operator, or



remedy the lack of conformity, the traveler has to bear the adverse legal consequences (see point 4.7.).

13.3. If the tour operator does not remedy the lack of conformity within the reasonable period of time, the traveler can remedy the contract himself and demand compensation from the tour operator for the necessary expenses (cf. § 11 para 4 PRG). The principle of the obligation to reduce damage applies, i.e. the damage incurred (e.B. costs for compensation) must be kept as low as possible, whereby the duration, value and purpose of the trip must be assumed. In addition, an objective view of the lack of conformity must be assumed.

13.4. If a significant part of the agreed travel services cannot be provided in accordance with the contract, the tour operator shall offer the traveller reasonable other accommodation (replacement service) for the continuation of the package tour at no additional cost, provided that this is possible due to the circumstances and circumstances (on site) (impossibility e.B. if only one hotel is available in the booked category), which, if possible, are of equivalent or higher quality to the contractually agreed services; The same applies even if the traveler is not transported back to the place of departure in accordance with the contract. If the other precautions offered by the tour operator may result in a lower quality of the package tour compared to the contractually agreed services (e.B. half board instead of all-inclusive), the tour operator grants the traveler a reasonable price reduction. The traveller can only refuse the proposed other arrangements if they are not comparable with the services agreed in the package travel contract or if the price reduction granted is not appropriate. In the event of refusal, the traveler must demonstrate that the other precautions offered by the tour operator are not equivalent to the contractually agreed services and / or the price reduction offered is not sufficient.

13.5. If the lack of conformity within the meaning of point 11.3. has a significant effect on the implementation of the package tour and if the tour operator does not correct the lack of conformity within a reasonable period set by the traveller, which takes into account the circumstances and lack of contract (see 13.1.), the traveller may, if the continuation of the package tour based on the dimension figure of an average traveller is not reasonable for him, withdraw from the package tour without payment of compensation and, if necessary, raise warranty and compensation claims in accordance with § 12 PRG. If the traveler withdraws from the package travel contract, he should be aware that this involves a certain risk, since both the significance of the effects of breaches of contract and the reasonableness of the continuation of the trip in the subjective individual case (by a judge) are to be assessed and the result of this assessment may differ from the perception of the traveler. If no other precautions can be offered in accordance with point 13.4. or if the traveler rejects the offered other precautions according to 13.4., the traveler is entitled to warranty and compensation claims under § 12 PRG even without termination of the package travel contract in the event of a lack of conformity. In the event of refusal, the traveler must demonstrate that the other precautions offered by the tour operator are not equivalent to the contractually agreed services and / or the offered price reduction is not sufficient. Where the carriage of persons forms part of the package, the tour operator shall also, in the cases referred to in this paragraph, ensure that the passenger is transported back immediately with an equivalent transport service at no additional cost to the traveller.

13.6. If services cannot be provided due to unavoidable and exceptional circumstances and the tour operator nevertheless does not withdraw from the package tour (see 17.1.), but offers replacement services, the additional costs incurred by this are to be borne by the traveler to 10%.

## **14. Cancellation of the traveler without payment of a compensation lump sum**

14.1. The traveller can withdraw from the package tour before the start of the package tour – without payment of a compensation lump sum – in the following cases:

14.1.1. If unavoidable and exceptional circumstances occur at or in the immediate vicinity thereof, taking into account the content of the contract and the broadcast of the relevant circumstance which entails the risk, unavoidable and exceptional circumstances occur which significantly impair the execution of the package tour or the transport of persons to the place of destination within the meaning of 11.3. If the traveller withdraws from the contract in these cases, he is entitled to the full reimbursement of all payments made for the package tour, but not to additional compensation (cf. § 10 para 2 PRG).

14.1.2. In the cases of point 11.4.

The withdrawal must be explained to the tour operator - whereby for reasons of provability by e-mail is recommended.

14.2. The traveler may withdraw from the package tour contract after the start of the package tour in the cases of point 13.5. – without payment of a compensation lump sum.

## **15. Cancellation of the traveler with payment of a compensation lump sum**

15.1. The traveler is entitled at any time to withdraw from the contract against payment of a compensation lump sum (cancellation fee). The withdrawal is to be explained to the tour operator - whereby for reasons of provability by e-mail is recommended. If the package tour was booked through a travel agent, the cancellation can also be declared to him. The traveler is recommended to declare the withdrawal on a permanent data carrier (e.B. paper, email).

15.2. The compensation lump sum is in a percentage ratio to the travel price and depends on the amount of the cancellation declaration as well as on the expected saved expenses and income from other use of the travel services. In the event of inadequacy of the compensation lump sum, it can be moderated by the court.

15.3. If the customer withdraws from the travel contract, the tour operator loses the right to the agreed travel price, but can demand appropriate compensation from the customer. For this purpose, the tour operator has determined the following compensation packages, which are determined according to the period between the declaration of withdrawal and the start of the trip, the expected savings of expenses from the tour operator and the expected purchase by other use of the travel services as a percentage of the travel price, depending on the time of withdrawal of the customer, as follows:

- up to the 60th day before departure: 10 %

- from the 59th to the 30th day before departure: 35 %
- from the 29th to the 11th day before departure: 45 %
- from the 10th to the 2nd day before departure: 80 %
- from one day before departure or if the trip is not started: 100 %

## **16. No-show**

16.1. No-show exists if the traveler stays away from the departure because he lacks the will to travel or if he misses the departure because of an act attributable to him or because of a coincidence that happened to him. If it is also made clear that the traveler can no longer or does not want to use the remaining travel services, he has to pay the following compensation lump sum: 100%

## **17. Cancellation of the tour operator before the start of the trip**

17.1. The tour operator may withdraw from the package tour contract before the start of the package tour if he is prevented from fulfilling the contract due to unavoidable and exceptional circumstances and his declaration of withdrawal is sent to the traveler at the last delivery/contact address mentioned by him immediately, at the latest before the start of the package tour (see § 10 Abs 3 lit b PRG).

17.2. The tour operator may withdraw from the package tour contract before the start of the package tour if fewer persons than the minimum number of participants specified in the contract have registered for the package tour and the cancellation declaration of the tour operator is sent to the traveller at the last delivery/contact address specified by him within the period specified in the contract, but at the latest: a) 20 days before the start of the package tour for trips of more than six days, b) seven days before the start of the package tour for trips between two and six days, c) 48 hours before the start of the package tour for trips that last less than two days (cf. § 10 para 3 lit a PRG).

17.3. If the tour operator withdraws from the package tour contract in accordance with 17.1. or 17.2., he refunds the travel price to the traveler, but he has no additional compensation to pay.

## **18. Cancellation of the tour operator after the start of the package tour**

18.1. The tour operator is exempted from the performance of the contract without obligation to refund the travel price if the traveler stops the package tour by grossly undue behavior (such as alcohol, drugs, non.B.B compliance with a smoking ban, disregard of certain clothing regulations, e.B. when visiting religious sites or taking meals, criminal behavior, disturbing behavior towards fellow travelers, failure to comply with the instructions of the tour guide such as.B. regular late arrival, etc., regardless of a warning disturbs, so that the travel process or fellow travelers are disturbed and hindered to such an extent that is suitable to impair the holiday recreation of third parties or fellow travelers or to thwart the purpose of the trip. In such a case, the traveler is obliged to the tour operator to compensate for the damage.

## 19. General life risk of the traveler

19.1. Eine Pauschalreise bringt in der Regel eine Veränderung der gewohnten Umgebung mit sich. Eine damit einhergehende Verwirklichung des allgemeinen Lebensrisikos des Reisenden wie beispielsweise (ohne Anspruch auf Vollständigkeit), Stress, Übelkeit (z.B. aufgrund klimatischer Veränderungen), Müdigkeit (z.B. aufgrund eines feucht-schwülen Klimas), Verdauungsprobleme (z.B. aufgrund ungewohnter Gewürze, Speisen etc.) und/oder eine Verwirklichung eines allenfalls mit der Reise verbundenen Risikos wie beispielsweise (ohne Anspruch auf Vollständigkeit) Ohrenschmerzen bei Tauchreisen, Höhenkrankheit bei Reisen in große Höhe, Seekrankheit bei Kreuzfahrten und vieles mehr, fallen in die Sphäre des Reisenden und sind dem Reiseveranstalter nicht zuzurechnen.

19.2. If the traveler does not make use of services that have been duly offered to him for the reasons stated above or declares the termination of the contract for such a reason, he is not entitled to assert warranty claims or reclaims of unused parts of travel services.

## 20. Liability

20.1. If the tour operator or service providers attributable to him culpably violate the obligations incumbent on the tour operator from the contractual relationship with the traveler, the latter is obliged to compensate the traveler for the resulting damage.

20.2. The tour operator is not liable for personal injury, property damage and financial loss of the traveler arising in connection with booked services, provided that they 20.2.1. represent a realization of the general life risk of the traveler or a general risk possibly associated with the package tour, which falls into the sphere of the traveler (cf. 19.)

20.2.2. are attributable to the fault of the traveller;

20.2.3. 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; or

20.2.4. are due to unavoidable and exceptional circumstances.

20.3. For property damage and financial losses of the traveler, which are due to unforeseeable and / or unavoidable circumstances, with which the tour operator did not have to reckon, as well as for excusable failures up to negligence, the liability is limited to three times the travel price based on Article 13 of Directive (EU) 2015/2302 (Package Travel Directive) in accordance with § 6 (1) no. 9 KschG.

20.4. In the case of trips with special risks (e.B. expedition character), the tour operator is not liable for the consequences that arise in the course of the realization of the risks, if this happens outside his area of responsibility. The obligation of the tour operator to prepare the package tour carefully and to carefully select the persons and companies commissioned with the provision of the individual travel services remains unaffected.

20.5. The traveler has laws and regulations, instructions and orders of the staff on site, as well

as commandments and prohibitions (e.B. bathing ban, diving ban, etc.) To follow. In the event of non-consequences by the traveler, the tour operator is not liable for any resulting personal injury and property damage to the traveler or personal injury and property damage of third parties.

20.6. The tour operator is not liable for the provision of a service which has not been promised by him or which has been booked by the traveler after departure even on site with third parties or dem tour operator not attributable service providers in addition.

20.7. The traveler is advised not to take any items of special value with him. Furthermore, it is recommended to properly store or insure the items taken with you (cf. 5.1.).

20.8. In so far as the Montreal Convention on International Carriage by Air 2001, the Athens Protocol 2002 to the Athens Convention on Sea Transport 1974 or the Convention on International Carriage by Rail 1980 idF 1999 limit the extent of compensation or the conditions under which a provider of a travel service covered by the package travel contract is required to pay compensation, these restrictions shall also apply to the tour operator (Vgl § 12 Abs 4 PRG).

## **21. Assertion of claims**

21.1. In order to facilitate the assertion and verification of alleged claims, the traveler is recommended to have written confirmations given to himself about the non-provision or defective provision of services or to secure evidence, evidence, witness statements.

21.2. Warranty claims can be asserted within 2 years. Claims for damages expire after 3 years.

21.3. It is advisable, in the interest of the traveler, to assert claims immediately after returning from the package tour completely and specifically designated directly with the tour operator or by way of the travel agent, since with increasing delay with evidentiary difficulties is to be expected.

## **22. Notification - electronic correspondence**

22.1. The delivery / contact address of the traveler is the last address given to the tour operator (e.B email address). Changes must be announced by the traveler immediately. It is recommended that the traveler use the written form.

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