



FUNATravel GmbH

Bahnhofplatz 2 • 9020 Klagenfurt a. W. • Austria

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www.alps2adria.info

GENERAL TRAVEL AND BUSINESS CONDITIONS

FUNATravel GmbH, hereinafter referred to as FUNATravel, offers active tours under the brand name Alps 2 Adria. FUNATravel acts as an agent for the trips offered. The General Terms and Conditions govern the products brokered by FUNATravel. In the case of procurement, the relevant information is available to the traveler prior to conclusion of the contract.

1 Conclusion of the travel contract:

1.1 A booking can be made verbally, by telephone, by means of an online booking form, by mail or by e-mail and is binding for all named travelers. The present terms and conditions of travel are accepted - also by all named co-travelers.

1.2 The contract comes into effect upon acceptance by FUNATravel or, in the case of arranged tours, by the respective tour operator by sending the booking confirmation/invoice as per the package tour contract.

1.3 Additional agreements/subsidiary arrangements for the travel contract must be made in writing and also require written confirmation by FUNATravel. Customer requests will be forwarded, but are not binding - unless they are expressly confirmed by FUNATravel (Package Travel Act).

1.4 The booking confirmation shall contain the following elements: group or customer name, date of arrival and departure, number and type of reserved rooms, description of the package service, as well as the content and type of services booked, description of accommodation, prices, supplements and reductions.

1.5 For the purpose of these General Terms and Conditions, the relevant notices shall be sent to the traveler at the e-mail address provided by the traveler at the time of booking. Such notices shall be deemed to have been known by the traveler if duly sent to the aforementioned e-mail address.

2 Payment:

2.1 The current prices for the products listed are indicated on our websites/catalogues and are per person including taxes, unless otherwise stated.

2.2 Payment is made online, by bank transfer or in cash. The payment confirmation with booking number is considered as the ticket. On the booking confirmation are the respective account details as well as details for a credit card payment. In the case of bank transfer, it must be ensured that the full invoice amount is credited. Any costs of payment transactions shall be borne by the traveler.

2.3 After conclusion of the contract, the traveler must transfer 20 percent of the total travel price as a deposit in accordance with the payment deadline stated in the booking confirmation/invoice. The booking is hereby considered binding.

2.4 The final payment of 80 percent of the tour price shall be made without further request for payment no later than 20 days before the start of the tour.

2.5 After receipt of payment of the balance, the necessary travel documents will be sent to the traveler by e-mail immediately before departure.

2.6 After confirmation of the booking, a processing fee of € 50.00 will be charged for any changes to the reservation at the request of the traveler.



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2.7 Unpaid travel products of the traveler will be handled as not booked travel products.

3 Price:

3.1 The price of the travel package is specified in the contract with reference to the information on the website, in the catalog or in the program outside the catalog, as well as any subsequent updates of the same.

3.2 The price may be changed by FUNATravel even at short notice before the start of the tour in the following cases:

- in the case of bookings made at short notice of no more than 14 days prior to commencement of travel
- in case of change of hotel category due to capacity reasons
- in the case of individual trips that deviate from the standard travel packages

4 Rebooking / Withdrawal / Substitute Participant Package Tours:

4.1 Withdrawal: According to the Package Travel Act, the traveler can withdraw from the contract at any time. The withdrawal must be declared in writing. The following cancellation or no-show fees apply.

4.2 Cancellation fees travel products: Cancellation up to 20 days prior to departure: 20% of the total tour price; Cancellation between 19 and 14 days prior to departure: 30% of the total tour price; Cancellation between 13 and 8 days prior to departure: 50% of the total tour price; Cancellation between 7 and 4 days prior to departure: 70% of the total tour price; Cancellation 3 days or less prior to departure or "no-show": 90% of the total tour price; Cancellation of the already started tour: 100% of the total tour price.

4.3 Up to seven days before departure at the latest, each traveler can transfer the contract to another travel participant. If a substitute person takes the place of the original traveler, the travel contract remains unaffected. Both the original traveler and the substitute are liable for any outstanding payments. We charge EUR 75.00 per person for the cost of rebooking.

4.4 Changes to bookings with regard to the number and type of rooms, hotel category, meals, transfers - provided that this is possible in the hotels or the capacities are available - can be made up to 28 days before departure. For such booking changes a one-time fee of EUR 75,00 will be charged. For each additional rebooking with the same booking number € 25,00 (one-time) - will be charged until 28 days before departure.

4.5 If the traveler does not make the deposit and/or the final payment in accordance with the agreed payment terms and if the full invoice amount has not been received at the latest eight days before departure, we as the travel agency are entitled to unilaterally withdraw from the travel contract and to charge the traveler with cancellation fees.

4.6 If FUNATravel is prevented from fulfilling the contract due to unavoidable and extraordinary circumstances, FUNATravel may withdraw from the travel contract before the start of the trip in return for a full refund of all payments already made, but without paying any additional compensation.

4.7 If fewer persons than the minimum number of participants stated at the time of booking have registered for the tour, FUNATravel may withdraw from the travel contract in return for a full refund of all payments already made, but without payment of any additional compensation.



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4.8 FUNATravel may terminate the travel contract without notice if a traveler persistently disrupts the trip on site or behaves in breach of contract to such an extent that immediate cancellation of the contract is justified.

5 Rebooking / Withdrawal / Substitute Participant Day Packages:

5.1 Prerequisites for transportation are the presentation of the payment confirmation with the booking number indicated on it. The execution can be refused in case of non-presentation. The customer is responsible for carrying the necessary travel documents.

5.2 In the case of included transfers, the customer must wait at the specified time at the location specified by us. The pick-up time is approximately half an hour. If the customer is not present, the transfer will depart. There will be no compensation in this case.

5.3 Day bike tours that are not taken will be cancelled without repayment of the day package price. There is no further claim.

5.4 FUNATravel reserves the right to make minor changes, if necessary, provided that no significant changes are made to the overall product.

5.5 Cancellation fees for day tours: up to 6 or 10 days before departure 10%, up to 4 or 5 days before departure 50%, up to 3 days before departure 90%, thereafter 100% cancellation fee.

5.6 Up to seven days before departure at the latest, each traveler can transfer the contract to another traveler. If a substitute person takes the place of the original travel participant, the travel contract remains unaffected. Both the original traveler and the substitute are liable for any outstanding payments. We will charge EUR 50.00 per person for the cost of rebooking.

6 Insurance:

6.1 Travel cancellation insurance, which FUNATravel recommends you to obtain, is not included in our products.

7 Obligation to cooperate:

7.1 The customer is obliged to bring any complaints to our attention without delay. The customer shall be instructed to take remedial action, if possible. If the customer fails to report a defect, there is no right to a reduction.

8 Handling of Claims, Limitation, Time-Limit:

8.1 A defect must be reported immediately. Notification is to be made via the service telephone number of the respective tour operator listed in the travel documents or directly to FUNATravel.

8.2 Claims for non-contractual performance expire 4 months after the contracted service.

9 Data Protection and Data Security:

9.1 Personal data, such as name, address, telephone number (reachable on the spot), credit card details are mandatory for making the booking. The data provided will be electronically processed, stored and



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passed on within the scope of the purpose of the contract. Personal data will be protected in accordance with legal requirements.

10 Liability:

10.1 For all transports/transfers, the respective carrier's terms and conditions of transport shall apply. FUNATravel may refuse transportation if one or more of the following points apply:

- The transportation would endanger the safety or health of other passengers or the driver, or would be an unreasonable burden.

- The mental or physical condition, including alcoholic or drug impairment, poses a danger or risk to the passenger him/herself, to the other passengers or to the driver.

- The Passenger is not able to show the booking confirmation or booking number.

10.2 In accordance with the Passenger Transportation Act, all persons (0 to 99 years of age) must be transported on their own seat, which will be charged accordingly. Desired child seats are to be announced at the time of booking.

10.3 If there is a danger for the passenger during the transfer due to the physical or mental condition, no liability will be accepted for any personal injury up to and including death.

10.4 Participation in the offered trips is at the traveler's own risk. Minors can participate in a trip only if accompanied by a parent or guardian.

10.5 The traveler is responsible for his own health to meet the requirements of an active trip (e.g. physical activity for several hours). Unfortunately, the offered trips are not suitable for persons with limited mobility.

10.6 Should damage occur that was caused solely by a service provider selected by FUNATravel or that was not caused by FUNATravel either intentionally or through gross negligence, FUNATravel's liability for damage that does not result from injury to life, body or health, regardless of the legal reason, is limited to three times the amount of the tour price.

10.7 In the event of loss of or damage to baggage, FUNATravel shall be liable only if such loss or damage was caused by FUNATravel and is reported immediately upon occurrence, but even then only up to a maximum of EUR 200.00 per person. No liability is assumed for: Items which are not usually carried in luggage (e.g. laptops or similar electronic devices); means of payment of any kind; optical damage and damage to handles and wheels; damage to luggage items whose total weight exceeds 20 kg.

10.8 The driver shall take all necessary safety measures for a safe journey. In particular, whether and in what way the journey is carried out and especially about the loading and unloading of the luggage to be transported. If the luggage is not suitably packed for travel, the driver may refuse to carry the luggage.

11 Obligations of the Passenger:

11.1 The traveler, as well as those persons who have been registered by the traveler to participate in the trip, must carry a valid passport or other travel document valid for all countries to be visited, as well as any necessary residence and transit visas, as well as medical certificates, and must make sure at the start of the trip that they have all necessary vaccination and treatment certificates.



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11.2 Travelers must also observe the rules of normal prudence and care, as well as the specific rules in force in the countries of destination of the trip and all the information provided to them by the tour operator or the intermediary, as well as the administrative or legal rules and regulations related to the travel package.

11.3 The travelers are liable for all damages that the tour operator or the intermediary should suffer due to the failure to comply with the above obligations.

12 Protection of Customer's Money:

12.1 In the event of insolvency of the tour operator, payments shall be refunded. If the insolvency of the tour operator occurs after the start of the package tour and the transportation is the part of the package tour the return transportation of the traveler is guaranteed.

13 Jurisdiction:

13.1 Austrian law shall apply exclusively. The place of jurisdiction is Klagenfurt.

14. Other Provisions and Agreements:

14.1 These terms and conditions apply unless individual agreements are made.

14.2 The above provisions shall only be valid if and to the extent that statutory provisions coming into force after printing do not provide for other provisions.

14.3 The invalidity of individual provisions shall not result in the invalidity of the entire contract.

Status 11/30/2022