

Mostviertel Tourismus GmbH Travel and Cancellation Conditions

1. Conclusion of the travel contract

1.1 The stated travel conditions are part of the contract between Mostviertel Tourismus GmbH (Mostviertel Tourist Board) and the customer. The customer agrees that the contract will be processed via the provided email address. The customer receives a non-binding written offer from Mostviertel Tourismus GmbH by email. With the acceptance of the offer, the conclusion of the travel contract between the customer and Mostviertel Tourismus GmbH becomes binding and the stated cancellation conditions come into force. The acceptance of the offer is to be made in writing. Please note that the booking is also binding for all participants named.

1.2 The contract is concluded when Mostviertel Tourismus GmbH accepts by sending a booking confirmation by email or post.

2. Payment and services

2.1 To guarantee your booking we ask for a deposit of 10% of the total amount within 14 days. The balance shall be paid 2 weeks before arrival. For last-minute bookings (within 14 days or less prior to arrival) the total amount must be paid in advance. Important information on insolvency insurance: Do not pay more than 10% of the tour price as a deposit, and do not pay the balance earlier than 20 days before arrival.

Please provide your invoice number when making payments.

Bank details:	Volksbank Niederösterreich AG
BIC:	VBOEATWWNOM
IBAN:	AT11 4715 0320 2777 0001

The prices are subject to the latest applicable catalogue offers. If the customer requests special offers, changes to the booking or dates, we will charge for the effort incurred, but at least a processing fee of € 20.00 per person.

The vouchers will be sent 8 days before arrival at the latest and must be handed in at the service provider.

3. Cancellation policy and conditions

3.1 Prior to arrival, the customer may rescind the contract at any time in writing by email to info@mostviertel.at. In case of cancellation or no-show, we are entitled to charge the following cancellation fees:

Up to 6 weeks (42 days) before arrival - free of charge
Within 41 to 20 days before arrival – 10% of the total amount
Within 19 to 6 days before arrival – 25% of the total amount
Within 5 to 3 days before arrival – 50% of the total amount
1 or 2 days before arrival – 80% of the total amount
On the day of arrival / no-show – 100% of the total amount

3.2 The cancellation fee is a percentage of the tour price and depends on the time of the declaration of cancellation. The tour price or package price is the total price for all services agreed in the contract.

4. Cancellation insurance

4.1 From experience we know that despite all holiday anticipation, something unexpected can come up and interfere with travel plans. To save you trouble and cancellation costs, we recommend you take out a hotel cancellation insurance with our partner Europäische Reiseversicherung AG:

<http://start.europaeische.at/hospl?AGN=10013425>

5. Transfer of a package tour contract to other persons

5.1 According to § 7 PRG, the travellers of the present package travel contract have the right to transfer the contract to another person who fulfils all contractual conditions. Mostviertel Tourismus GmbH must be informed of the transfer of the contract on a durable medium within a reasonable period of time before the commencement of the trip. The transferor and the person taking the place of the original traveller are both jointly and severally liable for the outstanding amount of the travel price and the minimum processing fee, as well as for any additional costs incurred beyond this.

6. Organiser

6.1 Mostviertel Tourismus GmbH / Mostviertel Tourist Board, Neubruck 2/10; 3270 Scheibbs, Phone: +43/7482/20 444, email: info@mostviertel.at, web: www.mostviertel.at

Registration number 2010/0013, VAT-ID: ATU50208706, FN 198058m

6.2 The travel service performance authorization of Mostviertel Tourismus GmbH can be found on the website <https://www.gisa.gv.at/abfrage> under the GISA number 14124099.

6.3 As the organiser, Mostviertel Tourismus GmbH is responsible for the proper provision of all travel services included in the package travel contract, regardless of whether the services under this contract are to be provided by Mostviertel Tourismus GmbH itself or by other travel service providers. If you run into difficulties during your trip, Mostviertel Tourismus GmbH is obliged to assist you immediately and in an appropriate manner. In particular, this can entail providing relevant information about medical services, local authorities, and consular assistance as well as assistance in establishing long-distance communication links and in finding alternative travel arrangements.

6.4 Mostviertel Tourismus GmbH may charge appropriate remuneration for its assistance if you have caused the difficulties yourself intentionally or negligently. This remuneration may not exceed the effectively incurred expenses by Mostviertel Tourismus GmbH.

7. Information on the legally required insolvency insurance

7.1 According to the Austrian Travel Agency Insurance Ordinance (Reisebürosicherungsverordnung – RSV), customers' money for package tours of the organiser Mostviertel Tourismus GmbH must be insured under the following conditions: Mostviertel Tourismus GmbH has taken out insolvency insurance by means of a bank guarantee with Volksbank Niederösterreich AG (Brunngasse 10, 3100 St. Pölten. Email: mail@vbnoe.at, phone: +43 2742 3910). Travellers may contact this institution or, if applicable, the competent authority (Europäische Reiseversicherung AG, Kratochwjlestrasse 4, A-1220 Vienna, phone: +43 1/50 444 00, email: info@europaeische.at) if they are denied certain services due to the insolvency of Mostviertel Tourismus GmbH.

8. Obligation to give notice of defects

8.1 You are obliged to notify Mostviertel Tourismus GmbH without delay at info@mostviertel.at or +43 7482 20 444 of any breaches of contract that you become aware of during the provision of the travel services agreed upon in the travel contract, under consideration of the respective circumstances.

9. Internal and extrajudicial settlement

9.1 No internal complaint procedures are applied. Mostviertel Tourismus GmbH is not obliged to participate in an extrajudicial settlement before a state-recognized consumer arbitration board within the meaning of AStG (Austrian Alternative Dispute Resolution Act). If no agreement can be reached in specific disputes between us and our customers, we will announce the competent alternative dispute resolution body and announce whether we will participate in any alternative dispute resolution proceedings.

10. Other

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

11. Place of jurisdiction

11.1 The contractual relationship is subject to Austrian law. The place of jurisdiction is St. Pölten.