

## 1. Prices

All prices are indicated in Euro and are per person net (except mentioned otherwise). They include all services mentioned in a double room / twin-bedroom, but no commissions. Neither toll fees nor drinks are included in these prices (except mentioned otherwise). "1 drink included" means 20 cl of wine or 1/3 l of beer or 25 cl soft drink or mineral water (except mentioned otherwise). The prices are based on a minimum number of 20 full paying passengers. The prices are valid from 01.04.2010 - 31.10.2010 except mentioned otherwise.

**Some of the hotels charge additional fees** during certain holiday periods, international congresses or major events (approx. 10 - 30 % in addition to original amount). For stays in these periods, during international congresses and major events (e.g. Formula One grand prix, etc.) Travel Europe reserves the right to modify its prices and alter booking conditions. The most important holidays in 2010 are for example : Ascension (13.-16.5.2010), Pentecost (21.-24.5.2010), Corpus Christi (03.-06.06.2010).

### Short stays and overnight stops:

Some of our partner hotels charge supplements for short stays of up to 3 nights which will be added to our clients' travel costs.

To guarantee certain **free of charge** services offered by the hotels (e.g. - dancing evenings with live music) a minimum stay of 4 nights is necessary.

**For short stays and overnight stops** (one or two nights), information on the hotel name can only be given three weeks before arrival.

**1.2 The hotel categories** correspond to the official categories of the respective country. We reserve the right to indicate our own hotel rating if necessary.

**1.3 Group concessions:** In general, Travel Europe grants 1 group concession for every 20 full paying guests. This free places is guaranteed in a single room. No group concession for flights and flight programmes.

**1.4 Child Reductions:** Children pay a reduced price for accommodation only when sharing a room with two full paying adults. No child reduction will be given for other services. Except mentioned otherwise (like for example hotel accommodation for bathing holidays in Croatia), the following reductions apply:

0 - 2 years	100 %
3 - 6 years	50 %
7 - 12 years	25 %

To receive a child reduction you have to state the age of each child on every rooming list.

**1.5 Best Price Guarantee:** Travel Europe guarantees its clients the lowest price in all hotels of our brochure. If you find any of our hotel offers at a price lower than ours (including direct hotel offers), we guarantee to match that price and additionally treat you to a drink on us with your meal. This arrangement is not valid for short-term reservations - e.g. reservations less than 3 months before departure or in case of a booking volume of more than 10,000 overnight stays.

**1.6 Excursion package Tyrol:** can only be booked in combination with a hotel reservation. You are free in the organization of the single excursions of the package, but we are also restricted to availability and hours of business of our service partners as regards the time and the day of a visit. Validity of the excursion package: 15.04.2010 - 31.10.2010. Please consider that programme changes may arise from the hours of business of our service partners. Our employees will do their best to satisfy your wishes and demands.

**1.7 Prices for concert tickets:** the prices stated by Travel Europe are valid, even if tickets display another price.

### 1.8 Prices for charter flight programmes

Our flight prices are guaranteed up to a maximum of USD 70.00 per barrel crude oil (based on Brent crude). In case of higher prices for crude oil, we additionally charge - on the basis of USD 71.00 per barrel - Euro 0.75 per person per USD 1.00. Example: a price of USD 80.00 per barrel crude oil is subject to a surcharge of Euro 7.50 per person (= 10 x 0.75 Euro).

## 2. Cancellation

### 2.1 Cancellation fees for hotels, programmes and round trips:

In case of group cancellations the following fees apply:

- more than 30 days prior to departure when a rooming list has not been sent or in case of a booking status of less than 25 persons : our costs for making the bookings
- more than 30 days prior to departure when a rooming list has already been sent or in case of a booking status of more than 25 persons: 25 % of the package total
- 14 to 29 days prior to departure of the group: 25 % of the package total
- 4 to 13 days prior to departure of the group: 65 % of the package total
- less than 3 days prior to departure: 80 % of the package total

On individual and/or "difficult" dates (i.e. New Year) we reserve the right to demand deposits, which are not refunded in case of cancellation. For individual dates and/or difficult travel periods, Travel Europe furthermore reserves the right to modify its cancellation terms.

### 2.2 Cancellation fees for charter flight programmes:

Upon demand we can grant free of charge options ("pre-reservations") to our clients which we can hold for them as long as we can. After that, our client either definitely has to confirm the reservation, or we are obliged to cancel the option. In case of a confirmed reservation the places are reserved definitely and the clients accepts the following cancellation fees:

- Cancellation more than 30 days before arrival
  - When cancelling the entire group of travellers, we charge the costs for the seats that could not have been sold (at minimum EUR 200.00 p/p)
  - When cancelling between 20 and 40% of the booked seats we charge Euro 20.00 p/p
  - When cancelling less than 20% of the booked seats no cancellation fee applies
- Cancellation between 21 and 30 days before arrival: 25% of the package total
- Cancellation between 20 and 8 days before arrival: 50 % of the package total
- Cancellation between 7 and 2 days before arrival: 75 % of the package total
- Cancellation on departure day and "No show": 100 % of the package total

Flight dates are announced 2 weeks before your departure. Sometimes changes of the flight dates are nevertheless necessary. The flights are normally direct flights, but sometimes stops might become necessary.

### 2.3. Booking conditions for regular flights and programmes including regular flights:

Conditions of the chosen airline do apply

**2.4** We often operate several charter flights departing from the same airport on the same day. We will, of course, try our best to offer our passengers the same aircraft, but Travel Europe can not guarantee this. Upon an additional charge of Euro 10 % of the flight costs, Travel Europe guarantees that the entire group is transported in the same aircraft. This additional service has to be booked in advance at the time of booking.

**2.5** In case of strikes, any other unpredictable event or events that can not be influenced by Travel Europe, we will try our best to provide you with the services you have booked (i.e. we try to transfer clients to an airport that is not on strike). Such incidents can not be mentioned as a reason for the cancellation of a journey.

## 3. Payment conditions

Payments must be either in cash on arrival of the group or via bank transfer 2 weeks before arrival. The payment has to be net without any fees resulting for Travel Europe. Every payment that is made is deducted from the oldest debts of our client's account.

#### **4. Changes**

##### **4.1 Changes in the number of passengers**

###### **4.1.1 ... Programmes with charter flights**

The booking status has to be forwarded to Travel Europe at least 90 days before departure.

The rooming list has to be forwarded to Travel Europe in written form at least 60 days before arrival.

###### **4.1.2 ... Coach tours**

The booking status has to be transmitted to Travel Europe at least 90 days before departure. Travel Europe has to receive the rooming list in written form at least 30 days before arrival (+/- 10 %).

**4.1.3** From the first announcement (which has to be forwarded at latest 90 days prior to arrival) of your **booking status, updated rooming lists have to be sent every 2 weeks**. If the rooming list has not been sent, we expect our client to have the number of bookings that was last mentioned and therefore reserve the right to reduce the number of participants.

**4.2 Minor changes to the programme** are possible, but all confirmed services will be carried out by Travel Europe. If a programme can not be carried out because of bad weather or major incidents, we will arrange another programme if possible.

**4.2.1** Some of the firmly booked or optional services offered by Travel Europe may require a minimum number of participants. If this number is not achieved, Travel Europe has the right to cancel the service at short time.

**4.3 Distances (in kilometres)** are only optional indications for which Travel Europe can not be held possible and they are calculated from your arrival to the end of your journey.

#### **5. Rooms**

##### **5.1 Single bedrooms**

Your wishes for single rooms can only be fulfilled if the required hotel has enough of them available. Although there are price supplements for single bedrooms, it may be that these rooms are smaller than double bedrooms and don't have the same furnishing. A maximum of 10% of all registered persons per group can be booked in a single room. Additional single rooms are on request and with supplement.

##### **5.2 Twin Rooms**

Upon request, the hotels offered by Travel Europe will provide its clients with twin bedrooms. Please nevertheless consider that many hotels only have a very small number of twin rooms at their disposal and can therefore not always meet your request. Owing to the room facilities it may occur that clients will instead receive a double bed with 2 separated mattresses and their own bedcover. In such cases, no demands of compensation can be made for matters attributed to this kind of accommodation.

#### **6. Legal basis**

Any differences, which cannot be solved in an amicable way, will be exclusively brought before the responsible court in Innsbruck. Legal basis is the Austrian law. Any complaints have to be sent to Travel Europe in written form within a maximum of 30 days after the end of the tour. Complaints that are filed too late can not be accepted.

**7. Prices and information are correct at the time of publishing. We do not assume any liability for printing errors.**

#### **8. Booking security according to Travel Agency Insurance Law**

In case of the Tour Operator "Travel Europe", becoming insolvent whilst one of its clients' groups is still located in the booked destination, any payments made by clients to Travel Europe and unnecessary expenses for the return home are secured through a bank guarantee at "Sparkasse Schwaz" (Guarantee Number 316702). In case of insolvency, all claims should be reported within 08 (eight) weeks to Europäische Reiseversicherung AG (European Travel Insurance Limited), Augasse 5-7, 1090 Vienna Tel: +43 (0) 1 3172500, Fax: +43 (0) 1 3172500199 (Liquidator). According to the law the required notification was sent to the register of travel agencies at the Federal Ministry of Economical issues in Austria (Number of registration: 1998/0079)