

# INFORMATION ACCORDING TO THE PACKAGE TRAVEL ACT

The following information applies in the event that you book a package with a company of FMTG Falkensteiner Michaeler Tourism Group AG or in a hotel managed under the Falkensteiner brand, which falls under the Package Travel Act (PRG - BGBl I 50/2017 idgF).

**Note:** If a company of FMTG Falkensteiner Michaeler Tourism Group AG or a hotel managed under the Falkensteiner brand provides services that fall within the scope of the Package Travel Act, no deposit is required. Payment for the services shall only be made after they have been provided. For this reason, there is also no insolvency insurance.

The main rights under Directive (EU) 2015/2302:

- Travellers shall receive all essential information about the package before the conclusion of the package travel contract.
- At least one operator shall always be responsible for the proper performance of all travel services included in the contract.
- Travellers shall be given an emergency telephone number or details of a contact point through which they can contact the organiser or travel agent.
- Travellers may transfer the package to another person - within a reasonable period of time and possibly at additional cost.
- The price of the package may only be increased if certain costs (for example fuel prices) increase and if this is expressly provided for in the contract, and in any case no later than 20 days before the start of the package. If the price increase exceeds 8% of the package price, the traveller may withdraw from the contract. If a tour operator reserves the right to a price increase, the traveller has the right to a price reduction if the corresponding costs decrease.
- Travellers may withdraw from the contract without paying a withdrawal fee and receive a full refund of all payments if any of the essential elements of the package, other than the price, are substantially altered. If the trader responsible for the package cancels the package before it starts, travellers are entitled to a refund and, in certain circumstances, compensation.
- Travellers may withdraw from the contract without paying a withdrawal fee if exceptional circumstances arise before the start of the package, for example if there are serious security problems at the destination which are likely to affect the package.
- In addition, travellers may withdraw from the contract at any time before the start of the package on payment of a reasonable and justifiable withdrawal fee.
- If, after the start of the package, essential elements of the package cannot be performed as agreed, reasonable alternative arrangements shall be offered to the traveller at no extra cost. The traveller may withdraw from the contract without paying a withdrawal fee if services are not provided in accordance with the contract and this has a significant impact on the provision of the contractual package tour services and the tour operator fails to remedy the situation.
- The traveller is entitled to a price reduction and/or compensation if the travel services are not provided or not provided properly.
- The tour operator shall assist the traveller if the traveller is in difficulty.

Directive (EU) 2015/2302 as transposed into national law:

<https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=20009859&FassungVom=2018-07-01>