

Terms and Conditions for bookings made with Eurotours Ges.m.b.H.

1. Accuracy of Brochure

All information in the current brochure is, to the best of our knowledge and belief, correct at the time of publication. We do however reserve the right to make changes to information contained within our brochure and will advise you of these changes at the time of booking or when they are known to us. This advice will be limited to changes which are fundamental to the contract or which we believe may affect the enjoyment of the holiday. We are sure you will understand that certain advertised facilities may not always be in operation and we may not always be advised in advance of such matters..

2. Our Hotels

- Free place: Generally we offer per 18 full paying guests one free place in single (2nd free place in double) unless otherwise stated on the individual offer/confirmation.
- Minimum group size: unless otherwise stated all prices are calculated on a minimum of 15 paying guests.
- Not all rooms will be the same and room sizes may vary, particularly in older or historical buildings. Accommodation is provided in standard rooms, unless otherwise stated.
- Please note that an Austrian twin room is generally one large bed frame with 2 separate mattresses, separate blankets and pillows.
- Soap and shower gel is not always provided in rooms
- Check-in at hotels is normally between the hours of 12.00 – 3.00 p.m. An earlier check-in may be possible on request or at extra cost. You should anticipate having to vacate your rooms by 10:00 a.m. irrespective of the time of your departure.
- For offers based on an unnamed hotel, the hotel name will be advised approx. 4 weeks prior to arrival. Should it not be possible to accommodate your group in the region booked, Eurotours Ges.m.b.H. reserves the right to accommodate your group in an alternative town/village suitable to the programme.

3. Payment conditions

All payments can be made per bank transfer. The client must pay any relevant bank charges. Should payment be delayed, Eurotours Ges.m.b.H. reserves the right to cancel all services following a written reminder. This does not release the customer from any cancellation costs as detailed in clause 4 mentioned below. If payment is delayed, the usual bank interest rate will be charged automatically, but at least 14% p.a. Any additional costs incurred by Eurotours Ges.m.b.H. to enforce the claim, will in turn be reclaimed from the tour operator. Unless otherwise stated on the individual offer/sales confirmation, or in any other written agreement between the customer and Eurotours Ges.m.b.H., the following payment schedule will apply:

- 30 days before arrival: 30% of the total amount.
- 10 days before arrival: outstanding balance.

For products with the main destination Germany, the invoice will be issued by our Eurotours office in Germany from the following address:

Eurotours Deutschland GmbH
Parkring 2 / EG
D-85748 Garching bei München

4. Cancellation fee

Unless otherwise stated on the individual offer/sales confirmation, or in any other written agreement between the customer and Eurotours Ges.m.b.H., the following cancellation fees apply:

- 30 – 14 days prior to arrival 30 % of the total amount
- 13 – 08 days prior to arrival 50 % of the total amount
- 07 – 04 days prior to arrival 80 % of the total amount
- Less than 4 days & no shows 100% of total amount.

5. Ticket reservations:

All tickets must be paid 100% in advance. Exact payment and cancellation conditions will be given at time of the offer/sales confirmation.

6. Responsibility/Liability/Disputes

Should Eurotours Ges.m.b.H. be unable to accommodate the clients in the reserved accommodation, then we will provide alternative accommodation of the same or better standard and position. Any additional costs will be covered by Eurotours Ges.m.b.H.. Eurotours Ges.m.b.H. acts as an agent between the customer and the local suppliers and cannot be held responsible for any impairment (e.g. insolvency or other) to the services provided which are beyond its control, caused by a third party or the result of force majeure (such as, but not exclusively, war, or threat of war, riot, civil strife, terrorist activity, adverse weather conditions, technical, mechanical or electrical breakdowns within a hotel or any method of transport, industrial disputes, governmental action, port regulations, timetable changes and all similar circumstances).

The EU- Commission has founded an internet platform to settle disputes online („OS-Plattform“). The "OS-Plattform" can be found under the following link: ec.europa.eu/consumers/odr/

If you have any complaints or queries please do not hesitate to contact us on grouptravel@eurotours.at

7. Rates

All rates are generally quoted net per person in Euro (€), except for Swiss products (see below) and include taxes and duties. All rates are due in full. Should there be changes to a local tax structure, you will be informed of these 4 weeks before they come into effect and increases will be passed on to you. We reserve the right to increase rates without prior notification. Eurotours Ges.m.b.H. reserves the right to pass on exchange rate fluctuation to the tour operator, which increases the rate by more than 10%. Products in Switzerland are quoted in Euro(€) and Swiss Francs (CHF). The Swiss Franc (CHF) price is the valid price, but the product can also be paid for in Euro (€). The price in Euro will be calculated according to the exchange rate on the date the invoice is issued.

8. Direct contracts

The customer agrees not to contract hotels/pensions/ suppliers supplied by Eurotours Ges.m.b.H., directly or through a third party for the period of at least 12 months after the last booking with Eurotours Ges.m.b.H. In case of violation, the customer agrees to pay 10% of the total turnover with the hotels/pensions/suppliers to Eurotours Ges.m.b.H. for the following 3 years. The amount due will be calculated based on the average turnover with Eurotours over the previous 3 years.

9. Complaints

Any complaints or problems must be notified to the supplier directly, and reported to us, in resort, within 24 hours of the problem arising. If the matter remains unresolved, you must write to us with full details within 30 days of the completion of the arrangements, enclosing copies of the customer complaints. We regret we cannot accept any responsibility for any claim not notified to us within this timescale. Any invoice differences must be notified in writing within 14 days of the invoice date, otherwise our invoices will be considered correct and valid. Any differences do not entitle the contracting partner to a delay in payment but will be settled by credit note.

10. Legislation and Jurisdiction

In the case of insolvency, Eurotours Ges.m.b.H. is covered by a bank guarantee from the UniCredit Bank, Austria as well as under the insurance bond for travel agents for the protection of clients' monies, according to the Travel Agency Insurance law (RSV, BGB1.11/10 from 15.01.98). The settlement of any possible claims is subject to Austrian law. The court of jurisdiction is Kitzbühel.