

Terms and Conditions

Briefly,

1. Flugladen.at is your on-line travel agency. On our site, you can search all the ingredients for your own dream trip. We broker contracts with airlines, hotels, car rental companies and much more; everything that makes a good trip. These service providers have the final say on whether a contract comes into effect with you. You have the responsibility of coordinating the components of the Service Provision.
2. Planning your trip is your own responsibility. We are not a tour operator who looks after you, but your partner in finding great deals. So in the interests of a smooth trip, please carefully check all your personal information on travel documents, travel times and stays.
3. If something does not work out as planned, you have the contact details of airline, hotel and transfer companies. If possible, we shall be happy to help you further in communication. We also have no influence over the Service Provision of your contractual partner. In selecting your service provider, you bear the related responsibility.
4. Some contractual partners only provide their terms and conditions in English. If your knowledge of English is insufficient, please ask advice from someone who can help you. If this is not possible, make a booking with a service provider who provides contractual terms in your own language.
5. We are happy to arrange special requests or changes. However, please note that we can only provide these services at an additional cost. We have no influence over the prices offered by service providers.
6. In contracts for passenger transport and accommodation services, there is basically no right of revocation or withdrawal.
7. If you wish to protect your travel planning against unforeseen risks, we highly recommend you take out travel insurance.

Full reading

Terms and Conditions

(As of: April 2021)

Dear User,

You will find below the terms and conditions for travel brokers (hereinafter "**Flugladen.at -AGB**") for use of the Travix Nederland BV (address: Piet Heinkade 55 1019 GM Amsterdam, The Netherlands) operated Internet service at www.Flugladen.at (hereinafter "**Flugladen.at**"). Please read these terms and conditions carefully as they contain important information for the relationship between you (hereinafter "**User**" or "**Users**") and Flugladen.

1. Contractual Principles

1.1 Scope of Service Provisions of Flugladen.at

Flugladen.at is your on-line travel agency. On the website you can check the availability of travel, flight, hotel and other services (hereinafter collectively "**Service Provision**" or "**Service Provisions**"), such as travel insurance, car hire, etc., various tour operators, airlines, travel agents, and etc. (hereinafter collectively "**Service Provider**" or "**Service Providers**") offered by these same. If you wish, you can also enter into contracts with the respective Service Provider. Furthermore, general travel information and instructions are available.

1.2 Flugladen.at is a broker between you and the Service Providers

Flugladen.at only acts as a Service Provider broker and brokerages contracts in the name and on behalf of the Service Provider. In the event of booking a Service Provision, a contract of agency is entered into between Flugladen.at and the User, the purpose of which is to provide Service Provisions. Please note that no legal entitlement exists when adopting a specific contractual arrangement through Flugladen.at and we have no influence on whether the respective Service Provider accepts the User's contractual offer.

1.3 You are your own tour operator

Only the respective Service Provider is responsible for the fulfilment of any Service Provisions brokered (air, travel, additional requests). These Service Providers have the final say on whether a contract comes into effect with you. You are responsible for coordinating the components of the Service Provisions.

1.4 Service Provider's Terms and Conditions

The Flugladen.at Terms and Conditions regulate the activity of Flugladen.at as a broker of various Service Provisions and the relationship between the User and the respective Service Provision applies irrespective of the terms and conditions on which the Service Provision is based (hereinafter "**Service Provider's Terms and Conditions**"). Flugladen.at has no

influence over this, as these are separately agreed between the User and the respective Service Provider. It is possible that, for certain destinations and means of transport, Service Providers do not provide terms and conditions or other notices of services in the German language. If you are not able to understand the foreign language terms and conditions, seek advice from a person who knows that language or, if in doubt, book with a Service Provider who provides business terms and conditions in your language. The service team of Flugladen.at will be happy to support you in this case.

1.5 Service Providers:

Accommodation - made through Booking.com;
Car Rental - made through Cartrawler or Holiday Cars;
Air travel - made through selected airlines;
Insurance - made through AIG;

1.6 Conflicting Terms and Conditions

In each case, it is the final contractual version of these terms and conditions that is deemed valid. However, any terms of business of the User do not apply unless Flugladen has expressly agreed in writing to their validity.

1.7 Documentation of your reservation

For your personal travel documentation, all the information on the contract entered into is provided in your booking order confirmation email, including the links contained therein, and confirmation of the respective Service Provider. You can view the Flugladen.at terms and conditions at any time on our site and download them to your computer.

2. Contract Completion and Contract Content on Flugladen.at

2.1 The offer of the tourist services shown at Flugladen.at do not constitute a binding contractual offer on the part of Flugladen.at and/or the respective Service Provider. Rather, it is a prompt to the User to make an offer to enter into a contract with the Service Provider. By entering their data and sending the online booking form through Flugladen.at, the User submits their binding contractual offer to the respective Service Provider and at the same time commissions Flugladen.at with the brokerage service.

2.2 A new offer by the Users of the corresponding contract for the Service Provision takes effect when a booking confirmation or acceptance of documents is sent by the Service Provider or by Flugladen.at. The submission of an invoice by Flugladen.at or the Service Provider is deemed to be confirmation of the same.

- 2.3 In the event that the User does not receive a confirmation from Flugladen within one hour of sending the booking, we request that the User check their e-mail inbox, including spam folder, and, if necessary, get in touch with the customer service team of Flugladen.at.
- 2.4 Even though Flugladen.at is commissioned by the User to book multiple Service Provisions with different Service Providers, this does not constitute a travel contract. The combination of several invoices from vendors on one shared invoice from Flugladen.at is solely for the purposes of clarity and protection of the environment. Flugladen.at is always acting merely as a broker between the Users and the Service Providers.
- 2.5 The User is responsible for planning their trip and for coordinating the Services Provisions on their individual travel plan. Users are expressly advised that, unlike a conventional package holiday, disadvantages can arise from organising one's own trip and distributing travel services between various Service Providers. Only when a User books Service Provisions with a tour operator, do they receive an insurance certificate and thus a hedge against the Service Provider's insolvency. In the case of a reduction for a deficiency in a single Service Provision, the calculation is based solely on the value of this benefit. The taking out of additional travel insurance can avert such risks however. The service team of Flugladen.at are happy to help you with this.
- 2.6 The Users have no right of withdrawal in regard to the contract of agency with Flugladen.at. Even in contracts brokered by Flugladen.at for passenger transport (air, train, bus, etc.) and accommodation services (hotel, guesthouse, etc.) a right of withdrawal is excluded by law.

2.7 **It is possible that on our website (combinations of) airlines shall be offered, for which no electronic tickets can be issued. Not all airlines have a ticketing agreement with each other or an IATA license. In these cases, our service team will get in touch with you within 48 hours of booking to discuss the possible alternatives. Flugladen.at reserves the right to reject the reservation and immediately reimburse the total amount already paid by you.**

3. Travel Insurance

Flugladen.at draws particular attention to the possibility of taking out a travel cancellation insurance and insurance to cover the cost of repatriation in case of accident or illness. The service team of Flugladen.at can assist you with the selection of a suitable product.

4. Due diligence of the User

4.1 We cannot work with incorrect data. Please note that you must very carefully complete all the required information fields on our site, in particular your personal details and contact information, and check these again. Incorrectly entered data can, in turn, lead to difficulties in execution of the contract that significantly affect the Service Provision and may incur additional charges.

- 4.2 The User must correctly enter the email address at which they wish to receive the confirmation and e-ticket, and with which they wish to correspond with Flugladen.at; the User must carefully examine the email address and ensure accessibility of the same in terms of reasonable options including setting any spam/junk filter.
- 4.3 The User must carefully check the accuracy and completeness of all data specified by them, especially contact information and personal details. Any errors and gaps are the responsibility of the User. Any changes to the contact information must be reported immediately to Flugladen.at.
- 4.4 The User must regularly review all submitted itineraries for changes and check the inbox of the email address provided to Flugladen for notifications and, in particular, for accessing travel documents. The same also applies if the User has a profile or user account accessible at Flugladen.at.
- 4.5 All User-submitted confirmations, alerts, travel documents, travel plans and similar must be reviewed carefully by the User for accuracy and completeness; any discrepancies, errors or lack of expected documents must be immediately notified by the Users to Flugladen.at.
- 4.6 Any deficiencies in brokerage services by Flugladen.at must be immediately reported to us; where this is reasonable it provides an opportunity to remedy the situation. The User cannot claim for any deficiencies in the brokerage contract insofar as reasonable remedy had been available to the User through Flugladen.at.
- 4.7 The User is advised that Flugladen.at is not legally bound and obliged to accept breaches of contract with respect to the Services provided by Service Providers. Such complaints are to be directed to the Service Provider.
- 4.8 The User is advised that the Service Provider's Terms and Conditions may lay down special requirements on the User. In particular, this is related to the personal details on the air ticket and includes compliance with check-in times and the obligation, especially with regard to

special and charter flights, whether one-way, return or onward flights, to reconfirm within the period of time specified by the airline. If the User fails to comply with such obligations they may lose their right to travel without the right for a (partial) refund of the price. In accordance with national and international regulations for luggage loss or damage to baggage an instant message from the airline is stipulated, without incurring the threat of loss of compensation claim.

4.9 Flugladen.at services can only brokerage a booking when full capacity is deemed likely.

5. Pricing Terms and Service Fees

5.1 Unless otherwise laid down during the booking process, the total price of each booking is due at the moment when the brokerage contract is entered into.

5.2 Where Flugladen.at charges a service fee for performing its brokerage services, this will be specifically mentioned to the User at the beginning of the booking process. Provided that a brokerage service is achieved, payment of the service fee is non-refundable, except where the User needs to cancel or postpone due to a fault of Flugladen.at and/or one of its agents.

5.3 The User can make payment by one of those means of payment specified in the booking process.

6. Travel Changes and Cancellation

6.1 In accordance with the Service Provider's Terms and Conditions, please note that the possibilities of cancelling a Service Provision already booked by the Service Provider and the associated costs are incurred solely by the User. Flugladen.at is happy to help you find a workable solution, but has no influence over the Service Provider's Terms and Conditions.

6.2 Flugladen is willing to accept the request from the User for a change or cancellation of the trip and to make the necessary declarations to the Service Provider on behalf of the User. Please contact our service team for this purpose.

6.3 Any costs for cancellations or postponements are governed by the applicable policies of those sites.

6.4 If it is possible to change or cancel your ticket, you must expect to incur the associated costs. These involve the change or cancellation costs set down by the airline, as well as a service fee.

- 6.5 In the event the User instructs Flugladen to change or cancel a trip, Flugladen is entitled to charge an additional service fee of € 55 per passenger for its services in connection with a change of or cancellation to the trip. If the price of the trip is less than 55 €, the service fee is limited to this price. If a change or cancellation of the trip for more than one traveler, the service fee will be charged to a maximum of two times. In any event, such a service charge shall not be levied if a change or cancellation of a flight becomes necessary due to the culpable behaviour of Flugladen.at.
- 6.6 The change or cancellation costs depend on the terms and conditions on your selected airline, and the conditions applicable to the ticket you have chosen. Flugladen points out that these costs are substantial and can amount to 100% of the ticket price. In some cases, the costs can be even higher if the class fare at the moment of your choice is no longer available. If you do not use or use only a part of your ticket a (partial) refund is possible from Flugladen (if you do not raise these claims yourselves, we shall ask for a refund on your behalf after about 11 months). Within 12 months of the refund by the airline we can make payment to you. In this case Flugladen shall send you a voucher for the value of the refund minus the service fee. This coupon offers you a credit for a new reservation by Flugladen for the corresponding amount. The service fee for processing a change or cancellation, as well as the application for a refund is € 55 per passenger. A voucher is valid for a period of one year.
- 6.7 **Your Right to a Refund: REFUND PROTECT** - As a customer that has completed a booking with us and selected the 'Refund Protect' option, we will provide you with a refund on any unused booking if you are unable to attend the booked event due to any of the list of specified circumstances set out in the link below for which you have made a request for a refund and have provided the information required to support your request, as set out in the link below. [Click here for more information on Refund Protect](#)
THIS IS NOT AN INSURANCE POLICY. Refund Protection is an optional extension to our standard Terms and Conditions of sale and trade, and it provides a right to a refund in certain defined circumstances outlined in the link above.

7. Liability of Flugladen

- 7.1 Flugladen.at is responsible for ensuring that the brokerage, booking management, debt collection and transmission of travel documents is made by Flugladen.at with the diligence of a prudent trader. Due to the absence of influence over Service Providers, Flugladen.at shall not be liable for the success of the brokerage or the lack of freedom to provide Service Provisions brokered by itself.

- 7.2 All Service Provisions displayed on the website are subject to availability. Flugladen.at is not responsible for the availability of electrical power at the time of booking.
- 7.3 Flugladen.at accepts no responsibility for the accuracy, completeness or reliability of third party content. Position data, maps or images displayed on the website only serve to provide non-binding guidance on the geographical positioning of the offer. However, it is solely the information contained in the offer during the booking process and/or the relevant booking and travel confirmation that is decisive for the entering into of the contract.
- 7.4 The exclusions set forth under no. 7.2 and 7.3 do not apply if Flugladen.at was aware of the erroneous or inaccurate claims or must have been aware of the trade and industry standard of care.
- 7.5 Flugladen.at is liable to Users in the case of intent or gross negligence in accordance with the statutory provisions for damages or compensation for expenses.
- 7.6 In other cases Flugladen.at is only liable for a breach of contractual duty, the fulfilment of which renders possible the proper execution of the contract and on whose compliance the User regularly trusts, and this is specifically limited to the replacement of any foreseeable and typical damage. In all other cases the liability of Flugladen.at is excluded.
- 7.7 Liability for damages resulting from injury to life, body or health, and under the Product Liability Act and other consumer's statutory warranty is not affected by the foregoing limitations of liability and disclaimers.

8. Limitation

- 8.1 The legal entitlement of the User against Flugladen.at as laid down in the brokerage contract expires within one year, unless there is damage in terms of injury to life, body or health or such, as a result of a grossly negligent breach of duty by Flugladen.at or an intentional or grossly negligent breach of duty by a legal representative or agent of Flugladen.at.
- 8.2 The limitation period shall begin at the end of the year in which the claim arose and the culpable person became aware of the circumstances surrounding the User's claim, or would have become aware had it not been for gross negligence

9. Information on data processing

For information on data collection, data processing and data usage, please see the [data protection declaration](#), which is available in printable form on the website of Flugladen at any time by clicking "*Data protection*".

10. Final provisions

10.1 Flugladen.at reserves the right, with effect for the future, to change the terms and conditions at any time, without this implying any obligation to notify the User. The current version of the terms and conditions on the website come into effect at the moment at which it becomes available.

10.2 Contracts entered into between Flugladen and the User is governed by the application of Austrian law. CISG is excluded.

10.3 If the parties are full merchants according to Austrian law, or in the event that the User does not have general jurisdiction in Austria, or in the event of bringing proceedings against the contractual party after entering into the contract their residence or the usual place of application of this Act is transferred, or if their domicile or habitual residence is unknown, the place of jurisdiction is Vienna.

10.4 If one or more provisions of these terms and conditions is found to be invalid or void, the contract of agency remains valid in other respects. The invalid provisions shall be replaced by statutory provisions.

(As of: April 2021)

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