

General Terms and Conditions of Travel 2022

PREAMBLE: These travel conditions are issued in the name of the cruise operator, Dr. W. Lüftner Reisen GmbH / A-6020 Innsbruck, for the travel programs included in this brochure. Dr. W. Lüftner Reisen GmbH also does business under the trade name Lüftner Cruises. In the following, these are referred to as "the operator." These terms and conditions of travel apply to programs listed under either name.

The transportation of passengers and baggage on any of the vessels offered is governed solely by the Terms and Conditions of the Passenger Ticket Contract (available on request).

PAYMENT POLICY: A deposit of 10% per person is required to secure a confirmed reservation. When more than one cruise is booked, deposit and payment policies apply per cruise. The balance is due for payment no later than 20 days prior to departure, despite no further request for payment being made.

All reservations are subject to cancellation if payments are not received by the due date, and in such a case the operator is entitled to cancel the reservation/s in accordance with the cancellation fees specified in these terms and conditions. Upon full payment by the participant(s) of the amount specified in the invoice, the operator agrees to arrange for the provision of the services as described in this brochure. Your payment or acceptance of a ticket constitutes your agreement to the terms and conditions of travel.

CANCELLATION POLICY: In cases of cancellation the operator has the right to demand the following cancellation fees, calculated as a percentage of the travel price and dependent on the number of days left until the planned departure date:

DAYS BEFORE DEPARTURE:

121 days and more	10%
120 – 90 days	15%
89 – 60 days	35%
59 – 30 days	50%
29 – 15 days	80%
14 – 1 day(s)	85%
on departure day	90%

Cancellations must be made in writing. Cancellation invoices are due for payment as soon as they are received.

WITHDRAWAL AND TERMINATION BY THE OPERATOR:

The operator may withdraw from the travel contract before the cruise starts or terminate it after the cruise has begun in the following cases, without the operator being liable for any claims, particularly not for damages:

- a) without notice, if the person traveling – in defiance of any warning – persistently disrupts the execution of the travel or if their behavior is not in accordance with the contract to such an extent that immediate revocation of the contract is justified.
When terminating, the operator reserves its claim on the travel price, but this will be set off against the value of the expenditure saved and whatever advantages it obtains from any alternative use of the services or facilities that are not taken up, including whatever amounts are credited to it by its service providers.
- b) if, by two (2) weeks prior to the start of the cruise, the advertised minimum number of participants has not been reached, which is 80 passengers per cruise or whatever other minimum number of participants has been indicated in the advertising for the service concerned. In all such cases the operator is obliged to inform the traveler immediately of the occurrence of the contingency causing the cruise not to be executed and immediately to forward to the traveler its withdrawal statement. This is also relevant should it become apparent at an earlier stage that the minimum number of passengers will not be reached.
- c) if, by four (4) weeks prior to the start of the cruise – with the operator having exhausted all other possibilities – it would be unreasonable for the operator to execute the cruise because the costs incurred in the execution of the cruise would exceed the economic limit in relation

to this cruise; that is, unless the operator itself is answerable for the main reasons leading to the situation concerned.

GUARANTEE, REDRESS AND DUTIES TO CO-OPERATE:

If travel services are not provided as contracted then the traveler may demand redress. Irrespective of the operator's overriding duty to provide service, the traveler has a duty to co-operate in that they must do whatever they can reasonably do to contribute to remedying the disruption and to keep any losses that may arise as low as possible or to avoid them completely. The traveler has a particular duty to advise the operator's representative on board (specifically the hotel manager, cruise director) immediately of any possible complaints. However, these persons are not authorized to deal with any claims.

SERVICE AND PRICE CHANGES:

- a) Changes and deviations of individual travel services from the agreed tour contract (for example, timetable changes, changes to scheduled sequences, or to hotel reservations) that become necessary after conclusion of the contract, and where there is no evidence of bad faith on the part of the operator, are permissible, provided they are not significant changes and do not alter the overall tour program. Travelers will be notified of any such tour changes or deviations immediately.
- b) The operator reserves the right to alter the prices mentioned in the case of transportation price increases (particularly due to rises in fuel costs), docking fees, or due to fluctuating exchange rates, or to any other rises in prices/costs that were not known at the time of the completion of the booking contract.

ACTS OF GOD, STRIKES, OR OTHER CONDITIONS BEYOND CONTROL:

- a) **Before the cruise starts:** If execution of the cruise is made more difficult, jeopardized or impaired as a result of extraordinary circumstances that were unforeseeable at the time of entering into the contract and out of the control of the operator, then both the operator and the traveler may withdraw from the contract prior to the start of the cruise. Such circumstances include war, strikes, civil unrest, epidemics, pandemics and government directives (such as requisition of accommodation or of means of transportation), embargoes, natural disasters, accidents, and damage to the vessel (especially to the hull and engines, etc.) or other occurrences that are equivalent to the examples mentioned above in their effect (force majeure). The operator is not liable for any claims, particularly not claims for damages. The travel price paid will be reimbursed.
- b) **After the cruise has begun:** If the circumstances specified above come about after the cruise has begun and the cruise is ultimately delayed, then the operator is authorized to reconstruct the remaining journey such that other routes or means of transport are organized, for example, by avoiding a harbor, or by traveling overland, so that the journey can be ended at approximately the original time specified. In such a case, the tour price will not be reduced and the operator will not be liable for claims, particularly not claims for damages.
- c) **Termination of a cruise:** Should a cruise have to be terminated due to any of the abovementioned circumstances, the operator is authorized to transport travelers and their baggage by alternate means of transport (such as by train, bus or plane) to the agreed starting or end point of the cruise, or to an appropriate intermediate point with suitable means of transport. The operator is not responsible for any claims, particularly not claims for damages.
- d) **Ship in distress:** Should another vessel be in need of the cruise ship's assistance during a cruise, then the operator is not liable for any delays caused by the assistance rendered or by any rescue operation. The decisions regarding such possible assistance rest solely with the ship's captain. The operator will not be liable for claims, particularly not claims for damages.
- e) **Changes in the water level:** Unusually low or high river water levels may cause changes to the itinerary, possible re-embarkation onto another vessel or transfer(s) by coach or rail, or may even lead to a shortening of the journey. The operator and the ship's captain

sometimes have to take such decisions quickly. Such measures do not justify withdrawal from the contract by the person traveling and the operator is not responsible for any claims, particularly not claims for damages.

UNUSED SERVICES: Should the traveler, for personal reasons, not make use of services which are included in the travel price, the traveler is not entitled to a proportional refund of the travel price. The operator will, however, make an effort to obtain reimbursement for the expenses saved from the relevant service providers. This does not apply if the services in question are insignificant.

PASSPORTS, VISAS, CUSTOMS, CURRENCIES AND HEALTH REGULATIONS: The traveler is solely responsible for compliance with all matters regarding travel-related regulations and prerequisites. Any interruptions resulting from noncompliance with such regulations will be at the expense of the traveler, unless caused by intentional misinformation by the operator.

INSURANCE BOND: Dr. W. Lüftner Reisen GmbH is listed in the tour operator register of the Austrian Ministry for Economics, Family and Youth under number 2004/0052. In accordance with the Austrian Travel Agency Decree for Tour Operators (RSV), customer money is secured by a bank guarantee. Further information regarding this protection such as the terms and assertion of rights, the time limit for lodging complaints, claim exclusions, etc., can be obtained from the travel agency handling the traveler's reservations.

TRAVEL INSURANCE: For personal security and peace of mind, travelers are advised to take out a travel insurance policy in good time, covering, in particular, possible costs of cancellation, as well as damage to and/or loss of baggage, possible medical treatment, repatriation costs, etc.

NAME CHANGES: Should there be a change of name for a traveler for a reservation already made, the operator has the right to charge € 30 – for such a change.

CHILDREN/MINORS: Due to the specific nature of the cruise itineraries, there are special conditions for the booking of children and minors:

- For children under the age of 8, special permission by the operator is required.
- Up to the age of 16, minors must be accompanied by and share a cabin with a parent, legal guardian, or other responsible adult over the age of 21.
- Information about child discounts, particularly for the special conditions of the cabins with connecting doors, can be found in our travel descriptions.

PASSENGERS WITH SPECIAL NEEDS: All means of transport used for our cruise programs comply with European standards. Most vessels are equipped with a lift, enabling easy access from one deck to another (with the exception of the Sun Deck). However, moving from the ship to land can pose obstacles that require solutions without the use of a wheelchair. Some of the ports, land tours and transfer buses, etc., are not always suitably equipped. Therefore, before completing a reservation, people with special needs must make the necessary enquiries and must receive consent from the operator to join the cruise. For security reasons, the transport of wheelchairs may be prohibited by the ship's command. The operator will not be liable for claims, particularly not for damages, arising from such non-admission.

LIABILITY/LIMITATION OF LIABILITY/DISCLAIMERS:

- a) The operator is liable for services which are included in the description of the respective cruise.
- b) The operator is not liable for any service disruptions, damages to persons and/or baggage by third-party services that were procured accordingly and disclosed as such.

- c) The operator expressly refers to possible liability limitations and exemptions relevant under the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vehicles (CLNI), including protocols and amendments, together with the further provisions of the International Convention of Limitation of Liability for Maritime Claims, 1976, likewise including amendments and addenda, if and as applicable, as well as all further state laws applicable in this respect.

This is a translation from the original General Terms & Conditions "Geschäftsbedingungen" of Dr. W. Lüftner Reisen GmbH in German. The above translation is provided solely as a courtesy and convenience but in all cases, the meaning and intent of the original General Terms & Conditions in German shall prevail at all times. The General Terms & Conditions shall be covered exclusively by Austrian law with jurisdiction in Innsbruck, Austria.

OPERATOR: LÜFTNER CRUISES

Dr. W. Lüftner Reisen GmbH
Menardi Center
Amraser See Straße 56
A-6020 Innsbruck
Tel.: +43 (0)512 365781
Fax: +43 (0)512 365781-6
E-Mail: lueftner@lueftner-cruises.com
<http://www.lueftner-cruises.com>

