

Falk Tours General Terms & Conditions

1) Services, prices, best prices, gross prices and other agreements

Indicated accommodation prices are per person and day (for rooms) and/or per unit and day (for apartments) and include the arranged services, taxes and duties. For discounts based on age will be considered the age at the begin of the trip. If there are illegitimate children discounts – in case clients give wrong information about their children's age- the non cashed amount has to be cashed by the contract partner. Falk Tours AG does not assume any responsibility. Both sides are obliged to provide the services reported in this Contract correctly (concerning the contract partner: accommodation availability, board, secondary services etc... concerning Falk Tours AG: payment of the agreed fees, list shipping etc...). Accommodation prices

If it had been arranged different prices for two or more travel agencies, for requests exceeding the agreed sum will be considerate the lowest prices. In case of doubt will be valid prices and terms established with, as supplier, Falk Tours agreement. In order to guarantee a high sale potential of the arranged quota, the contract party that is responsible for rental guarantees not to offer, to other national or international clients, same or better prices and/or conditions to the one offered to Falk Tour Srl. In the case of violation of the contract, the contracting party responsible for the rental will refund Falk Tours the price difference between the third party reduced prices and the prices arranged in this contract considering its whole duration. The contracting party responsible for rental shall be held responsible for the gross prices (private prices), if stated. In the case the contracting party responsible for the rental offers prices lower than the

gross prices, Falk Tour Srl shall be authorized to reduce for the same increase percentage prices arranged at page. 1 of this Contract. No parallel agreements shall be considered. This Contract may be modified (contingent increase or retreat) if the amendments are made in writing.

2) Business practice and security equipment

During the length of this contract the contract object has to be unacceptable conditions for the practice of all necessary business activities, adequate to the current quality standards as well as clean and neat. The contracting partner guarantees that all equipment of the contract object as well as its secondary infrastructures (for ex. swimming pools, play areas etc...) will entirely satisfy the standards requested by the competent authorities and regulations concerning guests' security, hygiene and cleaning. The contracting party has to guarantee an adequate protection from the risks concerning the uses of the contract object and its equipment.

This is referred in particular – but not exclusively – to the fire prevention measures, accidents prevention, the perfect condition of all installations, like gas and electric equipment etc.

The security measures will be explained to the guests in an understandable language or per signs. If there will be any claims by supervisory authorities, they have to be solved immediately.

The contracting partner is responsible for every kind of possible damages to guests caused by the use of the contracting object, without its fault, independently of the existence or lack of an insurance coverage.

The contracting partner confirms that the hotel category reported on the back side is true and promise to satisfy every regulation about hotel category and not to charge any additional expense concerning this topic. If the category is subjected to change the contract partner will inform Falk Tours AG immediately (within 3 days after the category change becomes official). In case of advancement to a higher category, rates will not increase for the whole length of the contract.. In caso di riduzione della categoria la Falk Tours AG avrà libera scelta di pretendere un prezzo inferiore o di annullare l'accordo senza addebito di spese di storno. In the case of decrease of category Falk Tour Srl shall be free to demand a lower price or to recede from the contract without any detractions.

3) Impediments to the regular service provision

Reservations adjustments

If the contract partner, for its reasons, does not provide to the guest the accommodation requested in the booking, it has to make available another substitute accommodation at least of the same category level. It will be up to Falk Tours AG or to the organizing structure to choose the substitute offer or to find another suitable accommodation. The contracting partner is liable of all this costs and of the possible damages (of every kind and nature).

Obligation to provide information

The contract partner commit itself to inform Falk Tour Srl promptly about facts that compromised the performances level of the contract object (for ex. building works, noises etc.). Guests complaints have immediately to be communicate via fax to Falk Tours AG, otherwise the contract partner will be held responsible for all claims and their fulfillment towards clients and the organizing structure.

Force majeure

Wars, rebellions, natural disasters and epidemics etc. are considered cases of force majeure together with state interventions, economic and other events that reduce interest to visit and to book a holiday in the destination etc. Also booking cancellation in the areas adjacent to war zones (like Balkans or Kosovo) are included. Detractions

Price reductions or insensation requests by guests or organizing structures may also be asked by Falk Tours AG to the contracting partner for the same amount as long as the differences will be clearly defined.

4) Indemnification

All costs of damages (of every kind and nature) caused by the non-compliance of the contract, behaviors against the Contract terms or other damages caused by poor performances shall be borne entirely by the contracting partner. Moreover the contracting partner shall refund Falk Tours AG and its clients (travel agencies) without taking any legal action. This concerns also possible compensations that this clients shall provide to third parties.

5) Liability for damages caused by third parties

Falk Tours as well as its customer are not liable for damages caused by the clients provided to the contracting partner and their behavior. .

6) Marketing and advertising material

Falk Tours AG commit itself to include in its sales program the structure subjected to rental and provided by the contracting partner. The realization and sale of advertising and promotional material by Falk Tour Srl and/or the travel agency do not involve any liability. The contracting partner commit itself to support as much as possible the promotional activity as well as provide a sufficient number of slides, photos, videos of the structure.

7) Allotment terms – reservation methods

Falk Tour Srl shall manage all the contracts with its suppliers and mediators using a central reservation system. This includes the possibility to use, at its discretion, rooms not booked by travel agencies and to decide terms for each reservation.

8) Reservations management

Falk Tours AG commit itself to send, within the arranged returning period of time, a temporary rooms list and the contracting partner will commit itself to provide an adequate accommodation. Falk Tour Srl is free to book the agreed contingent after the returning period of time (free sale) until the contracting partner will ask in writing to be again in charge for it. If the contracting partner shall not receive the rooms list before the agreed deadline (due to transmission problems or delays etc.), it shall immediately inform Falk Travel Srl and ask for the mentioned list. Contracting partner will receive rooms reservations, adjustments or cancellations via fax or telephone before or after the arranged returning period of the rooms list.

9) Payment

The base for the arranged and provided services payment will be the booking confirmation by Falk Tours AG (clients voucher, signed rooms lists of the travel agency). The payment will be done through a credit note issue with enclosed paycheck or bank transfer confirmation. Other forms of payment have to be arranged separately.

The payment of other services provided by the contract partner, that are not included in this contract, and their relative supplementary prices has to be regulated between the guest and the contract partner.

Payment is due 30 days from receipt of invoice

10) Client protection – third party payment

The party of the contract responsible for rental commit itself not to start any direct or indirect working relationship with clients known thanks to the mediation of Falk Tour Srl without its written consent. In case of violation the party of the contract responsible for rental commit itself to refund Falk Tours AG – as set forth by the law – and to give a remuneration, within the following 3 years, consisting at least of a 10% commission on the selling price.

By agreeing to the terms within this contract the party responsible for rental is not allowed to make payments to third parties (for ex. commissions).

11) Cancellation fees

till 7 days before arrival: no fees

from 6 to 1 days before arrival: 40 % of the price of the reserved services

NO-SHOW: 70 % of the price of the reserved services

In the case of Falk Tours AG clients are not able or refuse to pay, or an insurance society does not guarantee for their credit, Falk Tours AG has the right to recede immediately to the contract. In this case no compensations are expected as well as in the case of a client shall not respect the payment terms of Falk Tours AG. Falk Tour Srl is responsible for risk evaluation. Once the client arrives, Falk Tours AG is not liable for all the services to pay after the communication of the irregularity.

12) Succession

In the case of change of person, of the contracting party offering accommodation (new owners, new leaseholder, etc.), the contractual partner shall pass, in its entirety, the content of his existing duties, according to the contracts, to his legal successors. Shall the contractual partner break this obligation, all damages caused to Falk Tours AG

In the case of death of the contractual partner, all contractual obligations to Falk Tours AG shall pass, in their entirety, to his legitimate heirs.

13) Exclusivity

In the case of exclusivity, the contracting party responsible for rental shall accept reservations made only by clients or groups of clients defined only by Falk Tours AG mediation. This principle is effective also in the case mentioned clients/group of clients made their reservations through third parties. In the case of violations Falk Tour shall be exempt from complaints and shall be considered not liable of damages.

14) Validity

This Contract shall be effective when signed by both parties.

This Contract may be modified or amended if the amendment is made in writing and signed by both parties. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

15) Confidentiality

The contracting partner agrees to treat all terms and arrangements signed with Falk Tour Srl as strictly confidential. Otherwise the contracting partner will be held responsible for all damages to Falk Tours AG and also for its economic losses.

16) Jurisdiction and applicable law

In the case of disagreements between the contracting parties, will be applied, for every kind of disagreement, the intern Austrian jurisdiction with the effective authority of the district Court of Varna. This Contract shall be governed by the laws of the State of Italy.