

General travel conditions

The following Terms and Conditions regulate the contractual relationship between you as traveller who makes use of the service of I.D., Handelskai 94-96/10/4, 1200 Vienna, (hereinafter referred to as I.D.) and I.D. as your tour operator.

1. Completion of the travel booking contract, confirmation of booking

Via your travel application, you are offering I.D., in a binding manner, the opportunity to close a travel agreement. This can be done in writing or electronically. In case of electronic bookings I.D. acknowledges the receipt of the booking immediately by electronic means. This acknowledgement does not constitute confirmation of the acceptance of the booking order. The applicant takes over the contractual obligation for all passengers provided that the applicant has assumed this obligation by express and separate declaration. The travel agreement will only become binding from the time that we confirm the reservation and the price to you or your travel agent.

If the content of the confirmation differs from the content of the application, then there is a new offering from us, to which we are bound for a period of 10 days. The contract is concluded on the basis of this new offer, if you explain the acceptance by express declaration, prepayment or final payment within the commitment period.

The new Distance Selling Act (FAGG) generally applies to distance and off-premises contracts concluded between businesses and consumers. According to the FAGG services in the areas of accommodation, car rental and leisure activities according to article 18 para. 1 Z 10 are expressly excluded from the right of rescission, unless a specific time or period is provided for the contract.

2. Payment

2.1

30% of the total costs of the reservation are to be paid upon confirmation of the booking. For special services like train tickets, concert/theatre/opera/musical-performances as well as special guided tours and exclusive tour programs is 100 % payment upon receipt of booking confirmation requested. The prepayment will be counted against the price of the journey. The outstanding balance has to reach us 20 days before departure. You will not receive the travel documents until the reservation has been fully paid. If this amount has not been paid in full, we are allowed to withdraw from the reservation contract or claim damages for default, after having sent a reminder notification with a deadline. Cancellation charges have to be paid immediately.

2.2

Payment can be done via bank virement or by credit card (Paypal). An additional service fee for credit card payment will be charged.

3. Services, prices

3.1

The extent of the services included in the contract is completely limited to the services outlined by I.D. and the relevant details in the confirmation of the reservation. However, the travel organizer expressly reserves the right to change details in the offer before completion of the contract for objectively authorized, significant and unpredictable reasons. The online information and PDFs apply according to the respective state at the time of printing.

3.2

Any additional brochures (for instance local town or hotel brochures) which have been consulted while making the booking are for information purposes only and their contents cannot be guaranteed.

3.3

If your booking covers different travel seasons, the price of the journey will be calculated proportionately, according to the relevant valid price table in the respective offer.

4. Contract alterations

Changes in services after commencement of travel changes and deviations of individual travel services from the agreed content of the travel contract, which become necessary after conclusion of the contract and were not caused by I.D. in bad faith, are only permitted if the changes or deviations are not significant and do not affect the overall form of the tour. In the case of a subsequent change of an essential travel service I.D. has to inform you immediately, however at least 20 days before departure date. In the event of a substantial change in an essential travel service, you are entitled to withdraw from the travel contract without fees or to require at least an adequate trip, if I.D. is able to offer such a tour without additional cost to you from our offer. You have to enforce these rights against I.D. immediately.

5. Cancellation by the customer, change of reservation or in person travelling

5.1

You are entitled to cancel your travel arrangement at any time. The receipt of the cancellation notice by I.D. is relevant. If we receive the notice after closing time (Monday–Friday 6pm), we will consider it as received only at the beginning of the next working day. It is recommended to declare the cancellation in writing.

5.2. Cancellation fees

5.2.1. Cancellation fees for hotel bookings

- Up to 23 days prior to departure 20%, however at least EUR 25,- per person
- Up to 22–16 days prior to departure 30%
- Up to 15–8 days prior to departure 50%
- Up to 7–4 days prior to departure 65%
- Up to 3–1 day prior to departure 80%

5.2.2. Cancellation fees for flight or train or other package tours

- Up to 16 days prior to departure 70%
- After 16 days prior to departure 95%

5.2.3. Cancellation fees for additional services

- for special services such as train tickets, theater tickets, etc., the cancellation fee is 100% upon booking

If the travel is not commenced without cancellation ("no show"), 95% of the tour price will be charged.

5.3

In any case, you are entitled to prove to I.D. that no loss or a substantially lower loss was the result than the stipulated charges.

5.4

I.D. reserves the right to demand a concrete, higher compensation fee than the charges stated here. In such case, I.D. is required to accurately calculate the fee demanded under consideration of expenditures saved and possible other application of travel services

Note: We will gladly mediate third-party services, e.g. from airline companies or other service providers. For such services, the conditions for cancellation and amendment charges may vary from the charges stated here. In this case, we will point out the respective change to the customer on the travel confirmation. We recommend taking out a cancellation insurance policy. On request, we will be happy to send you an offer.

5.5

In case of cancellation or other non-purchases of transport documents or other service vouchers, a refund according to our conditions can only be carried out, if the original of the transport document resp. service voucher is returned to us.

5.6. Alteration fees

5.6.1. for hotel only bookings

- Up to 14 days prior to departure EUR 25,- per person
- Up to 3 days prior to departure 40%
- After 3 days prior to departure 75%

5.6.2. for flight or train or other package tours

- Up to 8 days prior to departure 65%
- After 8 days prior to departure 85%

5.7

Up until the start of the travel reservation, the traveller can request that a third person enters into the rights and obligations of the travel contract instead of him/herself. The travel organiser can refuse to accept the third person if this person does not fulfil any necessary requirements for travel or his/her participation is against legal regulations or official instructions. If a third person should enter into the contract then both s/he and the original traveller are jointly liable to the travel organiser for the payment of the costs of the travel arrangements and any additional costs which may be occurred by making this change.

5.8. Services not consumed

If you are unable to consume certain travel services because you had to end your stay before the planned date or for other urgent reasons, we will try to obtain a refund for the unused services from our suppliers. This is not possible if the services are totally insignificant or if a refund would be against legal or official regulations.

6. Annulment of contract due to unusual circumstances

If the travel arrangements are endangered or negatively affected by circumstances beyond our control which were unforeseeable when the contract was completed, then both you as the traveller and we may terminate the contract. If the contract is terminated, we are entitled to demand appropriate compensation for services which have already been consumed or which are yet to be delivered.

7. Liability

I.D. is liable within the scope of the due diligence of a prudent businessman for:

- the precise planning of the travel arrangements
- the careful selection and control of the suppliers
- the accuracy of the description of all the travel services as they appear in this brochure, providing that the travel organiser has not advised a change in the details before the completion of the contract, as mentioned in paragraph 3
- the proper delivery of agreed services

7.1

I.D. is liable for any faults on behalf of the person who is responsible for the delivery of the services. If we provide external services as a mediator, we are not liable for the provision of the service itself. In this case any liability is regulated under the provisions of the respective company.

7.2. Baggage loss and baggage delay

In case of damage or baggage delays in air travel I.D. urgently recommends to immediately place a Property Irregularity Report (PIR) at the relevant airline. Airlines usually reject refunds if the claim form has not been filled out. The claim form for lost baggage has to be submitted within 7 days, in case of delay within 21 days after delivery. In addition, the loss, damage or misdirection of baggage has to be reported to I.D.

8. Warranty

8.1. Remedy

If the trip is not performed according to contract, you as traveller may require a remedy. We may deny this, if it requires a disproportionate effort. We may also create the remedial action by offering an equivalent replacement service.

8.2. Reduction of the travel price

For the duration of a non-contractual performance of travel, you may request a reduction of the travel price. The price can be reduced to that extent, which the value of travel in a faultless state would be at the time of sale in relation to the real value. The reduction does not apply if you culpably omitted to report the defect within the prescribed period.

8.3. Termination of the contract

Our tort liability for damage to property not resulting from intent or gross negligence is limited to three times the tour price. The maximum liability applies per customer and travel. Possible additional claims in connection with baggage under the Montreal Convention remain unaffected by this limitation. I.D. is not liable for items that are usually not taken, except we have taken it in custody in full knowledge of the circumstances.

9. Recovery of damages

If I.D. is responsible for a circumstance that leads to a defect of travel, you can claim compensation. The same applies in case of wasted holiday time or if the travel was negated or considerably impaired.

9.1 Contractual limitation of liability

Our contractual liability for damages other than personal injury is limited to the tour price, if the damage was not caused intentionally or through gross negligence by us, or if we are responsible for the traveller's damage incurred solely due to the fault of a service provider.

9.2. Limitation of tort liability

Our tort liability for damage to property that is not based on intent or gross negligence is limited to the travel price. The maximum liability is valid per customer and journey. Any further claims in connection with baggage under the Montreal Convention remain unaffected by the restriction. I.D. is not liable for items that are not usually taken unless we have taken them in custody of the circumstances.

9.3

I.D. is not liable for disturbances and damages in connection with services that are only obtained as external services (e.g. sports events, theater performances, exhibitions, etc.).

9.4

A claim for damages against I.D. is restricted or excluded insofar as under international conventions or laws that apply to a service provider's services to be performed, a claim for damages against the service provider may be asserted only under certain conditions or limitations or is excluded under certain conditions.

10. Obligation to cooperate

You are obliged to cooperate in case of disturbances within the scope of legal provisions, in order to avoid or minimize possible damage. In the unlikely event of complaints, these are to be notified immediately to the local representative of I.D. or the agency or the local service provider to demand remedy. If you culpably omit to notify a defect, you will not be entitled to claims.

11. Severability clause

If certain clauses in the contract become ineffective, this does not mean that the whole of the contract is rendered ineffective. The same applies for these Terms and Conditions.

12. Passport, visa and health regulations

I.D. is responsible for informing nationals of the country in which the tour is offered about passport, visa and health regulations and any changes that may occur prior to departure. Citizens of EU countries do not need a visa or special health formalities to enter the Republic of Austria, Germany, Italy, Hungary, the Czech Republic, Slovakia, Slovenia and Croatia. However, carrying a valid travel document (passport, temporary passport or identity card) is necessary. Children also need a valid identification document (temporary identity card or child passport) for entry.

13. Data protection



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I.D. processes personal data accordingly recent data protection legislation (EU GDPR). More information about our privacy policy can be found on our website.

14. Note on out-of-court settlement

I.D. does not take part in dispute settlement proceedings in front of a consumer arbitration board.

15. Package holidays

Regarding bookings as of 1.7.2018, the provisions of the Package Travel Act (PRG) replace §§ 31b to 31f Consumer Protection Act (KSchG). Please note that our products are generally not suitable for people with reduced mobility, unless the product description contains any deviating information. On request, we will be happy to provide you with more detailed information about such suitability, taking into account your needs.

16. Court of jurisdiction

Lawsuits against I.D. must be filed at our registered office (Place of jurisdiction: Vienna). In the event of a lawsuit of the tour operator against the customer the place of residence of the customer will be decisive. For lawsuit against the customer or contracting partners of the travel contract, the merchants, legal persons under public or private law or persons who have their domicile or habitual residence abroad or whose domicile or habitual residence is unknown at the time when the lawsuit is filed, the place of jurisdiction will be the registered office of the tour operator (Vienna).

The preceding provisions will not apply,

a. if and insofar as contractually mandatory provisions of international agreements that are applicable to the travel contract between the customer and the tour operator, result in favour of the customer or

b. if and insofar as mandatory provisions applicable to the travel contract in the EU Member State to which the customer belongs, are more favourable to the customer than the following provisions or the corresponding German provisions.

Travel Agent Security Regulations (Insolvency protection in accordance with EU Directive)

I.D. is registered under registration number 25064414 on the website <https://www.gisa.gv.at/abfrage>.

According to the regulations on travel agencies (RSV) customer deposits for package tours of I.D. are protected under the following conditions: The deposit occurs less than 11 months before the end of the trip and is 30% of the price. The balance must be paid no earlier than 20 days prior to departure - against hand over of travel documents to the traveler. Any additional or early prepayments or residual payments may not be required and are not hedged. The safeguard was made by insurance.

The registration of all claims must be made within 8 weeks (otherwise claims are lost) from the occurrence of an insolvency at the following liquidator: HDI Global SE, HDI-Platz 1, 30659 Hannover.

Firmenname: I.D.

Gewerberechtl. Geschäftsführer: Mag^a. Astrid Frisch
Straße: Handelskai 94-96/10/4
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Mitglied der Wirtschaftskammer Wien
Fachgruppe Reisebüros: www.reisebueros.at/rechtsvorschriften

Gewerbeordnung: www.ris.bka.gv.at
Gewerbebehörde: Magistratisches Bezirksamt des XX. Bezirkes