

## Entry Requirements & Travel Documents

### General Information

The following information applies primarily to nationals of EU Member States and to those of Switzerland, Norway and Iceland. It also applies to people from third countries who have a valid Schengen visa or a visa or residence permit for Bulgaria, Romania or Cyprus. All the information refers to a stay of up to 30 days. The provisions for stays of over 30 days may vary for persons from third countries.

Nationals of all other countries can inspect the entry rules and any visa requirements in English by following the stated links on the official websites of the relevant foreign ministries.

Persons with dual citizenship and stateless persons are requested to contact the embassy or consulate of the destination country in their country of residence.

You will find more information and direct links to the websites of the foreign ministries here: [riva.to/visaen](https://riva.to/visaen)

### Mandatory Vaccinations

No vaccinations are required for entry into Croatia, Montenegro and Bosnia-Herzegovina.

### Croatia

Nationals of EU Member States and of Switzerland, Norway, Iceland and Liechtenstein require a valid identity card or passport to enter Croatia.

Persons from third countries who have a valid Schengen visa or a visa for at least two entries or a residence permit for Bulgaria, Romania or Cyprus require a valid passport to enter Croatia.

Nationals of all other countries can inspect the entry rules and any visa requirements in English by following this link: [riva.to/visahr](https://riva.to/visahr)

If you need a visa, you can apply for one here: [riva.to/visacro](https://riva.to/visacro)

### Montenegro

Nationals of EU Member States and of Switzerland, Norway, Iceland, Liechtenstein and Albania require a valid identity card or passport to enter Montenegro.

Persons from third countries who have a valid Schengen visa or a visa or residence permit for the USA, the UK or Ireland require a valid passport to enter Montenegro.

Nationals of all other countries can inspect the entry rules and any visa requirements in English by following this link: [riva.to/visame](https://riva.to/visame)

### Bosnia & Herzegovina

Nationals of EU Member States and of Switzerland, Norway, Iceland, Liechtenstein, Andorra, Montenegro, Monaco, San Marino and Serbia require a valid identity card or passport to enter Bosnia-Herzegovina.

Nationals of all other countries can inspect the entry rules and any visa requirements in English by following this link: [riva.to/visaba](https://riva.to/visaba)

### Austria & Slovenia

Nationals of EU Member States and of Switzerland, Norway, Iceland and Liechtenstein require a valid identity card or passport to enter Austria or Slovenia.

Persons from third countries who have a valid Schengen visa or a visa for at least two entries or a residence permit for Bulgaria, Romania or Cyprus require a valid passport to enter Austria or Slovenia.

Nationals of all other countries can inspect the entry rules and any visa requirements for Austria in English by following this link: [riva.to/visaaten](https://riva.to/visaaten)

Nationals of all other countries can inspect the entry rules and any visa requirements for Slovenia in English by following this link: [riva.to/visasi](https://riva.to/visasi)

## General, Scope of Application

- The travel conditions in **Part A** apply exclusively to package travel.
- Pure overnight services or boat charters that are offered without any other relevant additional travel services included in the total price within the meaning of § 651a BGB are not subject to package travel law. For such individual services, the contractual conditions in Part B of these GTC apply.
- Transportation services are only included if they are included in the travel price (package travel according to section 1.1).

## Part A

### Package Travel Terms and Conditions of I. D. Riva Tours GmbH

Dear clients and travellers,

these Terms and Conditions, (if and to the extent same have been validly agreed upon), become part of and shall govern the contractual relationship concluded as of 1 July 2018 between you, the travel client, and I. D. Riva Tours GmbH (hereinafter referred to as "I.D. Riva Tours"). They complement the legal provisions of Sections 651a to -y BGB (Bürgerliches Gesetzbuch – German Civil Code) and the statutory information obligations applying to tour operators according to Articles 250 and 252 EGBGB (Einführungsgesetz zum BGB – Introductory Code to the German Civil Code). **Please read these Terms and Conditions carefully before submitting your travel booking!**

#### 1. I.D. Riva Tours's Role in Relation to arranged Travel Services and linked Travel Service Arrangements

- In general, I.D. Riva Tours' travel services do not include flight transport services to I.D. Riva Tours' destinations and event venues. If and to the extent that singular flight transport services are not specifically advertised as part of the travel services offered and rendered by I.D. Riva Tours, I.D. Riva Tours acts as a mere agent facilitating such flight transport services on behalf of the principal party providing such facilitated flight transport services (the airline).
- If and to the extent that in addition to offering facilitated flight transport services pursuant to section 1.1 above, I.D. Riva Tours offers ancillary travel services pertaining to another service provider (e.g. facilitation of flight transport as main service plus airport lounge access as ancillary service) and such additional ancillary service does not constitute a material value in relation to the facilitated combination's total value and the added ancillary service neither constitutes any special attribute of the combination nor has been advertised by I.D. Riva Tours. As such, I.D. Riva Tours shall act as a mere intermediary agent in relation to such service combination.
- I.D. Riva Tours shall act as intermediary agent facilitating linked travel service arrangements if pursuant to the relevant legal regulations of Sec. 651w BGB the legal prerequisites accordingly defined herein are fulfilled.
- Notwithstanding I.D. Riva Tours' obligation as an agent facilitating linked travel service arrangements (including due provision of requisite information by way of submitting a form as well as providing due security coverage for customer payments collected by I.D. Riva Tours) and the legal consequences of failing to meet such statutory obligations, I.D. Riva Tours shall in the cases described in Section 1.2 and 1.3 neither act as a travel package tour operator nor as a liable provider of any of the singular flight transport services facilitated by I.D. Riva Tours. I.D. Riva Tours shall hence bear no liability whatsoever, neither in relation to any information published by respectively relevant providers of the flight services facilitated by I.D. Riva Tours as regards prices and service quality nor in relation to the performance of these facilitated flight services as such nor in relation to any damages arising in connection with the provision of such arranged flight services.
- I.D. Riva Tours' liability acting as an agent for the facilitation of flight services as well as with regard to mandatory statutory provisions applying to tele media and electronic commerce shall remain unaffected.
  - By acting as an agent I.D. Riva Tours, I.D. Riva Tours is especially obliged as follows:
  - When advertising a flight travel service, I.D. Riva Tours shall clearly indicate that I.D. Riva Tours merely acts as an agent in relation to such service and identify the respectively responsible service provider in each case;
  - I.D. Riva Tours shall state the price of each

flight travel service arranged by I.D. Riva Tours acting as an agent separately from the price of the travel package provided by I.D. Riva Tours;

- I.D. Riva Tours shall issue booking confirmations in relation to arranged flight travel services in accordance with the above provisions and separately

- I.D. Riva Tours' liability as an agent shall remain unaffected by the above provisions.

#### 2. Conclusion of Contractual Relationship/Clients' Obligations

- The following shall apply in relation to all booking methods:
  - The offer of I.D. Riva Tours and the client's booking** shall be based on the published description of the travel package offered as well as any supplementary information as provided by I.D. Riva Tours (such as classification specifications e.g.) as provided and available to the client at the time of his/her booking.
  - Travel agent's and booking service providers are not authorised** by I.D. Riva Tours to conclude contracts on I.D. Riva Tours' behalf, to provide information or warranties which in any way amend the agreed contents of the travel package contract, go beyond the published description or contractually provided warranties of the travel package or contradict same.
  - Any information provided in hotel guides and similar directories** which have not been published by I.D. Riva Tours, shall have no binding effect for I.D. Riva Tours and its contractual obligations, unless expressly agreed otherwise.
  - If the booking confirmation communicated by I.D. Riva Tours differs in any way from the booking placed by the client, such confirmation shall constitute a new offer by I.D. Riva Tours to which it shall be bound for a period of 10 days. The travel package contract shall be concluded on the basis of this new offer, provided I.D. Riva Tours has indicated such amendments to the client and has duly fulfilled its pre-contractual information duties in relation thereto and provided moreover, the client has accepted same, either expressly or tacitly by way of effecting payments in this regard.
  - Any and all information provided by I.D. Riva Tours prior to conclusion of the travel package contract in relation to material specifics of the travel services, the travel package price and any additional costs, the conditions of payment, the minimum number of travel participants and standard cancellation fees – in accordance with Article 250 Subsection 3 numbers 1, 3 to 5 and 7 EGBGB (Introductory Code to the German Civil Code) – shall not become subject to the travel package contract only if this has been explicitly agreed upon by and between I.D. Riva Tours and the client.
  - In relation to any client bookings made not only for the client him/herself but also for and on behalf of fellow travelers, the client shall be liable for the contractual obligations of such fellow travelers in the same way as for its own contractual obligations, provided the client has expressly undertaken to assume such fellow travelers' obligations by way of a separate declaration to this effect.
- The following applies to bookings made **orally, telephonically, in writing, by e-mail or by fax**:
  - By way of placing a booking (travel booking), the client – in a contractually binding manner – furnishes an offer to I.D. Riva Tours to enter into a travel package contract to which it shall be bound for a period of 3 working days.
  - The corresponding travel package contract is concluded upon the client receiving I.D. Riva Tours' acceptance which is given by way of I.D. Riva Tours' booking confirmation. Upon or immediately subsequent to the conclusion of the travel package contract, I.D. Riva Tours shall provide the client with a corresponding booking confirmation document which shall be compliant with the statutory provisions defining such a booking confirmation's necessary contents. The booking confirmation document shall be issued on a pre-servable medium, i.e. in such a manner which shall allow for the client to keep or store the booking confirmation document as provided by I.D. Riva Tours, in order to access same at any moment within an adequate period of time (e.g. on paper or by way of an email attachment), provided the client is not entitled to a booking confirmation document on paper in accordance with Article 250 Section 6 Subsection (1) second sentence EGBGB (Introductory Code to the German Civil Code) which

applies in cases where the travel package contract is concluded in the physical presence of both parties or in cases where it is concluded outside business premises as defined in Section 312b BGB (German Civil Code).

- In relation to bookings which are **generated electronically** (e.g. via internet or app or tele media) the following shall apply:

- The client is instructed about the relevant online booking procedure on I.D. Riva Tours' website or app.

- In order to **correct, delete or reset the entire online booking form, various functions** shall be available to the client which the client shall be informed and instructed about online.

- The various language options which may be used to pursue the booking process are provided on I.D. Riva Tours' website or app.

- If and to the extent that the travel package contract's contents are saved electronically, the client shall be informed accordingly as well as about the possibility of accessing and downloading the respectively stored data at any later point in time.

- By activating the button "Make a BINDING BOOKING now" the client furnishes to I.D. Riva Tours a binding offer to conclude the travel package contract which the client shall be bound to for a period of three working days as of the time at which the client's respective offer is electronically triggered in accordance with the aforementioned process.

- Immediately thereupon, the client will automatically receive an electronic confirmation of receipt in relation to his/her travel booking.

- Transmitting the travel booking by way of activating the button "Make a BINDING BOOKING now" **shall not entitle the client to any rights regarding the conclusion of a travel package contract on the basis of the travel booking submitted.** I.D. Riva Tours remains free to, at its sole discretion, accept the client's travel booking or not.

- The travel package contract shall be concluded upon the client **receiving I.D. Riva Tours' respective booking confirmation** which shall be provided by I.D. Riva Tours on a preservable medium.

- In cases where an electronic booking confirmation is automatically triggered and visible on the screen immediately upon the client having activated the button "Make a BINDING BOOKING now", a contractual relationship is concluded upon the client receiving such booking confirmation, i.e. upon same appearing on the screen without any confirmation of receipt becoming necessary in relation to the client's travel booking (**real time booking**). In such cases, the client may opt whether to electronically save or print such booking confirmation. Either way, a binding travel package contract shall have been concluded, irrespective of whether the client opts to save or print the booking confirmation or decides to do neither.

- I.D. Riva Tours advises the client herewith that, according to the applicable statutory provisions (Section 312 Subsection (7), 312 g Subsection (2) Sentence 1 No. 9 BGB – German Civil Code), the client shall not be entitled to any right of revocation in relation to travel package contracts which according to Sections 651a and 651c BGB (German Civil Code) have been concluded remotely (i.e. by way of letter, brochure, telephone, fax, E-Mail, mobile phone, mobile text message, as well as by radio broadcast, television and online services). The client's statutory rights to cancellation, especially his/her cancellation rights according to Section 651 h BGB (German Civil Code) (see also Section 6 below) shall remain unaffected. The client shall however be entitled to revocation if the travel package contract has been concluded outside of business premises, unless the oral negotiations on the basis of which the travel package contract was subsequently concluded were conducted due to the client's respective request in which case, in turn, the client shall have no right of revocation.

#### 3. Payment

- Prior to complete fulfilment of all services which are to be provided by I.D. Riva Tours under the travel package contract, I.D. Riva Tours and its agents shall only be allowed to collect client payments in relation to the travel package price, provided that a valid contract for the purposes of insuring or guaranteeing such client payments (Kundengeld-absicherung) in accordance with Section 651r BGB (German Civil Code) exists and that the client has been provided with a corresponding security certificate (Sicherungschein) which clearly and comprehensively

as well as prominently displays the insuring or guaranteeing party's name and contact information. Following conclusion of the travel package contract and upon such aforementioned security certificate having been provided to the client, an advance payment amounting to 20% of the travel package price shall become due for payment by the client to I.D. Riva Tours.

Payment of the residual balance amount shall become due for payment 30 days prior to I.D. Riva Tours commencing the provision of services under the travel package contract, provided the aforementioned security certificate has been duly submitted to the client and the travel package contract can no longer be cancelled for the reasons specified under Section 8 below. In relation to bookings which are placed within a term shorter than 30 days prior to travel services commencing the entire travel package price shall be payable immediately upon booking.

- If the client fails to pay the advance payment and/or the residual balance in accordance with the agreed payment terms, despite I.D. Riva Tours having duly fulfilled its statutory information duties and being ready and able to duly perform the contractual travel package services, and provided moreover, the client does not hold any legal or contractual right to retain such payments, I.D. Riva Tours will submit to the client a reminder notice defining a period within which the client is to effect such overdue payments and announcing that, in the event of the client continuing to fail effecting such payments, I.D. Riva Tours will rescind the travel contract and charge to the client cancellation fees in accordance with the provisions of Section 5 below.

#### 4. Amendments (other than Price Increases) of the Travel Package Contract Applied prior to Performance

- Any amendments becoming necessary in relation to material specifics of travel services after conclusion of the respectively underlying travel package contract and prior to commencing performance of the corresponding travel services shall only be allowed if such amendments are not substantial and do not impair the overall nature of the contractually agreed travel package services. The aforementioned shall not apply if such amendments become necessary due to I.D. Riva Tours having acted in breach of good faith.

- I.D. Riva Tours shall be under an obligation to, without undue delay, clearly, comprehensively and prominently inform the client by way of a pre-servable medium about any amendments relating to travel services under the travel package contract upon I.D. Riva Tours receiving knowledge of the reasons which make such amendment necessary.

- In the event of any substantial amendments becoming necessary in relation to material specifics of travel services or in case of any changes arising with respect to special client requests, the client shall be entitled to, within an adequate period defined by I.D. Riva Tours, when informing the client about the relevant amendment or change, either accept the amendment or cancel the travel package without incurring any cancellation fees or accept the provision of an alternative travel package, if I.D. Riva Tours has offered such an alternative. If the client fails to cancel the travel package contract within the period defined by I.D. Riva Tours the amendment shall be deemed to have been accepted by the client.

- Any and all warranty claims remain unaffected as far as the amended travel services are deficient in any way or have not been duly fulfilled. If, in relation to the amended travel package or in relation to an alternative travel package (provided such has been offered by I.D. Riva Tours at a quality of same value and at the same price) the costs expended by I.D. Riva Tours in this regard are lower, I.D. Riva Tours shall be under an obligation to refund to the client the difference amount in accordance with Section 651m BGB (German Civil Code).

#### 5. Client Cancellations prior to Commencement of Provision of Travel Services/Cancellation Fees

- The client shall be entitled to cancel the contractual travel services at any time prior to commencement of their provision by I.D. Riva Tours. Cancellations are to be notified to I.D. Riva Tours to the address provided above/below or to the travel agent who on behalf of I.D. Riva Tours has concluded the travel package contract with the client. For evidence purposes, the client is recommended to provide cancellation notices in written text.

- In the event of a client cancelling the booked travel package prior to commencement of their provision by I.D. Riva Tours or if the client fails to utilize the travel services (no show), I.D. Riva Tours shall have no right to claim payment of the contractually agreed travel price. Instead, I.D. Riva Tours shall be entitled to claim payment of adequate compensation in consideration of preparations made and costs incurred by I.D. Riva Tours at the time of the cancellation being notified to it. Such adequate compensation shall be calculated on the basis of the contractually agreed travel service price. The aforementioned shall however not apply if the client's cancellation is caused by reasons falling into the scope of I.D. Riva Tours' responsibility or if the cancellation was caused by the occurrence of unavoidable, extraordinary circumstances at or in direct proximity to the client's destination which would materially impair the provision of travel services at or the carriage of passengers to the client's destination. Circumstances shall be deemed unavoidable and extraordinary, if they cannot be controlled by I.D. Riva Tours and if their consequences remain unavoidable despite I.D. Riva Tours having taken all reasonable measures to avoid them.

- The below mentioned standard compensation charges have been calculated by way of I.D. Riva Tours duly taking into account any and all costs which usually remain unexpended as well as any and all proceeds usually generated by way of selling utilized travel services to other clients or making use of same otherwise. The standard compensation charges are applied as follows, as a percentage of the contractual travel price, depending on the date on which I.D. Riva Tours receives notice of the client's cancellation:

- Hotels** (CRS codes starting with the letter H), **Resorts** (apartments; CRS codes starting with the letter A), **Mobile homes** (CRS codes starting with the letter M), **Cruises** (CRS codes starting with the letter K; not boat charter) as well as other services which are not subject to lit. b):

up to the 30th day before travel	20%
from the 29th up to the 22nd day before travel	25%
from the 21st up to the 15th day before travel	35%
from the 14th up to the 8th day before travel	50%
from the 7th up to the 4th day before travel	60%
from the 3rd up to the 1st day before travel	70%
on the day of travel	80%

- Vacation Rentals** (villas, homes and apartments, CRS code starting with the letters P or L):

up to the 45th day before travel	20%
from the 44th up to the 31st day before travel	30%
from the 30th up to the 15th day before travel	50%
from the 14th up to the 8th day before travel	60%
from the 7th up to the 1st day before travel	70%
on the day of travel	90%

- In any event, the client shall retain the right to positively prove that I.D. Riva Tours has incurred no damages or damages which are substantially lower than the standard charge claimed in accordance with the above mentioned standard compensation charges.

- A general compensation fee pursuant to Section 5.3 shall be deemed not to have been fixed and agreed if I.D. Riva Tours proves that I.D. Riva Tours has incurred significantly higher expenses than the calculated amount of the general fee pursuant to Section 5.3. In this case, I.D. Riva Tours shall be obligated to specifically quantify and justify the requested compensation, taking into account the expenses saved and the acquisition of any other use of the travel services.

- If I.D. Riva Tours is obligated to reimburse the travel price as a result of a withdrawal, §651h (5) BGB shall remain unaffected.

- The client's legal right pursuant to Section 651e BGB (German Civil Code), to, on a pre-servable medium, demand that instead of the client a third person is to enter into the travel package contract, remains unaffected by the above provisions.

- The client is urgently advised to take out insurance covering cancellation costs as well as insurance covering expenses for repatriation in the event of any accident or illness occurring while**

**travelling.****6. Amendments to Bookings**

- 6.1. The client shall have no right to claim amendment of the booked time, place of destination or departure, accommodation, the means of transport as well as the place of boarding or disembarking (booking amendments). This shall not apply, if, I.D. Riva Tours has either failed to provide or has provided insufficient or incorrect information to the client/traveller prior to concluding the travel package contract as provided in Article 250 Section 3 EGBGB (Introductory Code to the German Civil Code), in which case the booking amendment must be made free of charge. If a booking amendment is possible and applied in accordance with the client's request, I.D. Riva Tours, provided the time lines defined below are duly observed, shall be entitled to charge a booking amendment fee per person affected by such requested change. Unless specifically agreed otherwise prior to I.D. Riva Tours accepting a booking amendment request, the fee for booking amendments which are applied up to the time of the respectively defined second periods, as mentioned in the respectively relevant cancellation fee category in Section 5.3 above, shall amount to € 25 per affected traveller.
- 6.2. Any client request to amend travel bookings which are communicated at any time later than within the aforementioned period, provided such change is possible at all, may only be applied by way of the client cancelling the travel contract in accordance with Section 5 above and the conditions provided herein while simultaneously placing a new booking. This shall however not apply in relation to booking amendment requests which incur only minor costs.

**7. Unused Travel Services**

In the event that, for reasons that fall into the traveller's scope of responsibility and, in relation to which the traveller holds no statutory right to cancel the travel package contract free of charge, the traveller fails to utilise individual travel services despite having been duly offered the provision of same (e.g. due to early return or for other compelling reasons), the traveller shall not be entitled to a pro-rata refund of the contractually agreed travel package price. I.D. Riva Tours shall apply reasonable endeavours to obtain refunds of any accordingly unexpended costs from its suppliers. Such obligation shall not apply if the respectively unused services are absolutely insignificant.

**8. Cancellation due to Falling Short of Minimum Number of Booked Participants**

- 8.1. I.D. Riva Tours shall be entitled to cancel the travel package contract due to failing to generate a minimum amount of participant bookings in accordance with the following rules:
- a) The minimum number of participants and the latest time at which a booking may be cancelled by I.D. Riva Tours has been accordingly mentioned within the information provided by I.D. Riva Tours prior to concluding the travel package contract.
- b) The minimum number of participants and the latest time at which a booking may be cancelled by I.D. Riva Tours must be mentioned also in I.D. Riva Tours' booking confirmation or the booking confirmation.
- c) I.D. Riva Tours shall be obliged to without undue delay, notify travel clients of any cancellations becoming necessary once it has been ascertained that the travel package contract will not be performed due to not reaching the minimum number of bookings.
- d) Any such cancellation by I.D. Riva Tours that is notified later than 30 days prior to commencement of the affected travel package contract shall not be allowed.
- 8.2. If no travel service under the travel package contract is performed for aforementioned reasons, the client shall be fully refunded any and all payments previously paid to I.D. Riva Tours without undue delay. Section 5.6 above applies accordingly.

**9. Termination on Grounds of Conduct**

- 9.1. I.D. Riva Tours shall be entitled to cancel the travel package contract with immediate effect if, despite I.D. Riva Tours' explicit warning, the traveller continues to interrupt the provision of travel services or if the traveller violates the contract to an extent, sufficiently substantial to justify I.D. Riva Tours' summary cancellation of the contract. This shall not apply if the traveller's violation of the contract was caused due to I.D. Riva Tours' failure to duly fulfil its information duties prior to concluding the travel package contract.

- 9.2. If I.D. Riva Tours cancels the contract for the above reasons it shall remain entitled to demand full payment of the travel package price. However, any unexpended costs as well as any and all proceeds generated by selling utilised travel services to other travel clients or any refunds received from travel suppliers in this respect are to be deducted from I.D. Riva Tours' respective claims.

**10. Client Obligations****10.1. Travel Documents**

Clients shall be obliged to notify I.D. Riva Tours or the travel agent who has concluded the travel package contract with the client on I.D. Riva Tours' behalf, if it has not duly received the travel documents within the time specified by I.D. Riva Tours.

**10.2. Deficiencies/Remedy**

- a) If the travel services performed under the travel package contract are in any way deficient, the traveller is entitled to demand remedy.
- b) If and to the extent that, due to the traveller's failure to duly report a service deficiency, I.D. Riva Tours has been unable to remedy same, the traveller shall neither be entitled to refund in accordance with Section 651m BGB (German Civil Code) nor to compensation of damages in accordance with Section 651n BGB (German Civil Code) in this regard.
- c) Clients shall be obliged to, without undue delay, report to I.D. Riva Tours' authorised representatives onsite the occurrence of any travel service deficiencies and demand remedy of same. If there are no representatives of I.D. Riva Tours present onsite and I.D. Riva Tours, according to the travel package contract, is not obliged to have such a representative present onsite, any travel service deficiencies are to be reported to the contact as communicated by I.D. Riva Tours; travellers will be informed about the availabilities of I.D. Riva Tours' onsite representatives or contacts within I.D. Riva Tours' travel booking confirmation. The traveller, may at his/her discretion, also choose to report any deficiencies to the travel agent which has concluded the travel package contract on I.D. Riva Tours' behalf.
- d) I.D. Riva Tours' representative is assigned with remedying any occurring service deficiencies, it is, however, neither authorized to confirm deficiencies nor to acknowledge any claims asserted against I.D. Riva Tours.

**10.3. Deadline prior to Cancellation**

If the client/traveller pursuant to Section 651l BGB (German Civil Code) intends to cancel the travel package contract due to a service deficiency as defined in Section 651l Subsection (2) BGB (German Civil Code) that is substantial, the client/traveller shall be required to first define an adequate deadline within which I.D. Riva Tours is to remedy the reported deficiency. This shall not apply if I.D. Riva Tours has previously refused to take adequate remedial measures in this concern or if it is necessary that immediate remedial measures are taken.

**10.4. Damage and Loss of Baggage during Flights; Special Rules and Deadlines for Remedy Demands**

- a) The traveller is advised herewith that, in accordance with the relevant air traffic regulations, any loss or damage to or late delivery of baggage in connection with the performance of flights is to be reported without undue delay onsite to the performing airline carrier by way of a property irregularity report (PI.R.). According to international agreements, airlines and travel package tour operators are entitled to refuse any compensation of damages suffered if the traveller has failed to duly complete the PI.R. In the case of any baggage damages, the PI.R. is to be submitted within 7 days in the case of any baggage delivery delay within 21 days after delivery.
- b) In addition, any loss, damage or misdirection of travel baggage is to be reported to I.D. Riva Tours, its representatives or contacts or to the travel agent who has concluded the travel package contract on I.D. Riva Tours' behalf without undue delay. Despite such report, the traveller remains obliged, to submit the PI.R. within the periods specified in lit a) above.

**11. Limitation of Liability**

- 11.1. I.D. Riva Tours's contractual liability for damages which have neither resulted in fatal injury, bodily harm nor damages to a person's health and which have not arisen due to any negligence or wilful conduct on the part of I.D. Riva Tours and its suppliers and vicarious agents, shall be limited to an amount equalling triple the travel package price. Any claims based on the Montreal Treaty or the

Luftverkehrsgesetz (German Air Traffic Code) shall remain unaffected.

- 11.2. I.D. Riva Tours shall be held liable neither for any service disruptions, nor for any personal injury nor for any damages to property which arise in connection with third party services which I.D. Riva Tours has sold acting as a mere agent (e.g. excursions, sports events, theatre tickets, exhibitions, transportation services from and to the specified places of departure and destination), if I.D. Riva Tours, within its advertised publications and its travel booking confirmation has clearly indicated such services as third party services in a sufficiently distinct manner, thereby expressly stating the identity and address of the corresponding third party contract partner which I.D. Riva Tours has acted as an agent for, so that it is apparent to the client that such services are not part of the travel package contract concluded with I.D. Riva Tours. Sections 651b, 651c, 651w and 651y BGB (German Civil Code) remain unaffected in this regard.

- 11.3. I.D. Riva Tours shall however be liable in relation to damages caused to clients as a result of I.D. Riva Tours having breached its statutory advisory or information duties towards the client or due to any breach by I.D. Riva Tours of its organisational duties.

**12. Assertion of Claims and Addressee**

- 12.1. Any claims asserted by the client under Section 651i subsection (3) no. 2, 4-7 BGB (German Civil Code) must be addressed to I.D. Riva Tours. Alternatively, they can also be addressed to the travel agent who has concluded the travel package contract on behalf of I.D. Riva Tours. Contractual claims as specified in section 651i paragraph 3 German Civil Code are subject to a limitation period of two years. Such limitation period commences on the day the travel package services were supposed to come to a conclusion. It is recommended to assert claims in written text.

**13. Information Duties in Relation to Airline Carrier's Identity**

- 13.1. In accordance with the EU-Regulation for the Information of Commercial Flight Passengers about the Performing Airline Carrier's Identity, I.D. Riva Tours shall inform clients prior to or latest at the time of the relevant booking about the identity of each airline carrier performing services within the scope of the booked travel package.
- 13.2. If, at the time of booking, the identity of any performing airline carrier is not yet certain, I.D. Riva Tours shall be under an obligation to identify the airline carrier(s) which at that time is/are probably expected to provide the flight service(s). As soon as it has been ascertained which airline carrier will perform the flight service, I.D. Riva Tours will inform the client accordingly.
- 13.3. In the event of any changes as regards the performing airline carrier, I.D. Riva Tours will inform the client accordingly without undue delay and as swiftly as possible with reasonably adequate means.
- 13.4. The so called "Black List" which, according to the EU Regulation lists all airline carriers which are banned from entering the air space of EU member states, is displayed on I.D. Riva Tours' websites and I.D. Riva Tours' business offices or can be accessed directly online at [https://transport.ec.europa.eu/transport-themes/eu-air-safety-list\\_en](https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en).
14. **Passport, Visa and Health Requirements**
- 14.1. Prior to concluding the travel package contract, I.D. Riva Tours shall inform clients/travellers about general passport or visa requirements as well as about any official health regulations to be observed at the country of destination, including the time usually expected in order to obtain respectively relevant visa documents as well as about any statutory changes in this regard.
- 14.2. The client shall be solely responsible for obtaining and holding the officially necessary travel documents, for having all necessary vaccinations performed on him and fellow travellers as well as for acting compliantly with any relevant customs and foreign exchange control regulations. Any disadvantages arising as a result of the clients' failure to comply in this regard, such as e.g. any cancellation fees, shall be borne by the client. This shall not apply if I.D. Riva Tours has either failed to inform the client at all or if it has informed the client insufficiently or incorrectly in any way.
- 14.3. If I.D. Riva Tours is assigned by the client with obtaining necessary visa documents, I.D. Riva Tours shall not be liable for the timely granting of same by the relevant embassy or consulate nor for their due receipt by the client, unless I.D. Riva Tours is in breach of any of its contractual duties in this regard.

**15. Special regulations in connection with pandemics (in particular the Corona virus)**

- 15.1. The parties agree that the agreed travel services shall always be provided by the respective service providers in compliance with and in accordance with the official regulations and requirements applicable at the time of travel.
- 15.2. The traveller agrees to observe reasonable regulations or restrictions on use of the service providers when using travel services and to inform the representative and the service provider immediately in the event of typical symptoms of illness occurring.
16. **Alternative Settlement of Disputes; Choice of Law and Place of Jurisdiction**
- 16.1. With respect to the newly introduced legislation regulating the settlement of consumer disputes (Gesetz über Verbraucherstreitbeilegung), I.D. Riva Tours points out that it currently does not participate in any such voluntary settlement programme. In the event that the participation in such a programme became obligatory in the further course after printing and publishing these terms and conditions, I.D. Riva Tours will duly inform its clients accordingly. In relation to all contractual relationships concluded electronically, I.D. Riva Tours makes reference herewith to the European dispute settlement platform <https://ec.europa.eu/consumers/odr>
- 16.2. For clients who are not nationals of a member state of the European Union or Swiss nationals, it is agreed that the entire legal and contractual relationship between the client and I.D. Riva Tours shall be exclusively governed by German law. Legal suits filed by clients shall be exclusively brought before the competent court jurisdiction at the place where I.D. Riva Tours has its registered seat.
- 16.3. Law suits brought by I.D. Riva Tours against a client shall be brought before the court of competent jurisdiction at the client's residence. In relation to law suits against clients who are merchants in accordance with the German Commercial Code (HGB) or legal persons of civil or public law whose residence or registered business seat or whose usual place of stay is either abroad in a foreign country or unknown at the time when the law suit is brought, the parties agree that such law suits shall be brought before the court of competent jurisdiction at I.D. Riva Tours' registered seat.

**Part B****Contractual Conditions for Individual Travel Services****1. Scope of Application**

- 1.1. Pure accommodation services (hotels, resorts, mobile homes, vacation rentals) and boat charters, which are not separately designated in the invitation to tender and which are offered without any other main tourist services included in the total price, are hereinafter uniformly referred to as "individual services" and are not subject to package travel law. These contractual conditions of Part B apply to them.

**2. Special Regulations for Individual Travel Services**

- 2.1. The arrival of the customer in the accommodation respectively takeover of the charter boat has to take place at the agreed time, without special agreement at the latest by 6:00 p.m.
- 2.2. For later arrival/takeovers the following applies:
- a) The customer shall be obligated to notify I.D. Riva Tours no later than 5:00 p.m. or at the agreed time if he/she arrives late or, in the case of stays lasting several days, does not wish to use the booked accommodation / charter boat until a subsequent day.
- b) If no notification is made in due time, I.D. Riva Tours shall be entitled to occupy the service elsewhere. For the period of non-occupancy, the provisions on withdrawal or non-arrival of the guest in these contractual conditions shall apply accordingly.
- c) For periods of occupancy in which the customer does not make use of the services due to late arrival, the provisions on withdrawal or non-arrival of the guest in these contractual conditions apply accordingly. The Guest shall not have to make any payments to I.D. Riva Tours for such occupancy periods if I.D. Riva Tours is contractually or legally liable for the reasons for the later arrival or the non-occupancy.
- 2.3. The vacating of the accommodation/return of the charter boat shall take place at the

agreed time, without any special agreement, at the latest by 09:00 a.m. on the day of departure. In the event of failure to vacate/return the boat in due time, I.D. Riva Tours shall be entitled to demand a corresponding additional compensation. I.D. Riva Tours reserves the right to assert further damages.

**3. Payment**

- 3.1. For individual services, a deposit of 20% of the price is due after conclusion of the contract, 25% for charter of boats. It is not necessary to hand over a security certificate.
- 3.2. The balance is due 30 days before travel. For bookings made less than 30 days before travel, the entire price is due for payment immediately.

**4. Withdrawal**

Section 5 of the Terms and Conditions of Travel in Part A shall apply accordingly to the cancellation of individual services, whereby the following provisions shall apply instead of Section 5.3. a) and b) of the Terms and Conditions in Part A with regard to cancellation costs:

a) **Hotels** (CRS codes starting with the letter H), **Resorts** (apartments; CRS codes starting with the letter A), **Mobile homes** (CRS codes starting with the letter M):

up to the 30th day before travel	20%
from the 29th up to the 22nd day before travel	25%
from the 21st up to the 15th day before travel	35%
from the 14th up to the 8th day before travel	50%
from the 7th up to the 4th day before travel	60%
from the 3rd up to the 1st day before travel	70%
on the day of travel	80%

b) **Vacation Rentals** (villas, homes and apartments, CRS code starting with the letters P or L)

up to the 45th day before travel	20%
from the 44th up to the 31st day before travel	30%
from the 30th up to the 15th day before travel	50%
from the 14th up to the 8th day before travel	60%
from the 7th up to the 1st day before travel	70%
on the day of travel	90%

c) **Boat Charter:**

up to the 90th day before travel	20%
from the 89th up to the 60th day before travel	30%
from the 59th up to the 30th day before travel	40%
from the 29th up to the 22nd day before travel	50%
from the 21st up to the 7th day before travel	60%
from the 6th up to the 1st day before travel	75%
on the day of travel	90%

**5. Applicable Regulations from Part A**

- 5.1. The following provisions from the terms and conditions in Part A shall also apply mutatis mutandis to individual services, but always subject to the proviso that this constitutes a mixed-type contract for the provision of an individual service and does not constitute an agreement on package travel law:

Part A Sections 1, 2, 3.2., 4, 5, 7, 8, 9, 10.1., 10.2., 10.3., 11, 15, 16.

- 5.2. Part A Section 6 applies to the boat charter with the proviso that a rebooking up to the 2nd scale of the cancellation fee is possible for a fee of 5% of the total charter price.

- 5.3. In all other respects, unless otherwise agreed in these contractual conditions, the statutory provisions shall apply.

© These Terms & Conditions

are protected by copyright:

Noll | Hütten | Dukic Lawyers,

Munich | Stuttgart 2021

**Contractual Partner:**

I.D. Riva Tours GmbH

Neuhauser Str. 27, D-80331 Munich

Phone: +49 89 23 11 00-0

Fax: +49 89 23 11 00-22

E-mail: [info@idridva.de](mailto:info@idridva.de)

Chief executive: Konstantin Gaitanides, Selimir Ogjenjovic

Registry Court:

Amtsgericht München HRB 107372