

General Terms and Conditions of Travel 2011

PREAMBLE: These travel conditions are issued in the name of the tour operator, Dr. W. Lueftner Reisen GmbH / A- 6020 Innsbruck, for the travel programmes included in this brochure. Dr. W. Lueftner Reisen GmbH does business under the trade names Lueftner Cruises and Amadeus Cruises, and both names apply even if only the former - Lueftner Cruises - is given in any particular case. The travel conditions contained in this brochure are not an offer or a contract. The transportation of passengers and baggage on a vessel of the Amadeus-Fleet is governed solely by the Terms and Conditions printed on the Passenger Ticket Contract. The transportation of passengers and baggage on a vessel of the Amadeus-Fleet is solely governed by the Terms and Conditions printed on the Passenger Ticket Contract.

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 not later than 2 weeks before the journey begins. No further request for payment will be made. All reservations are subject to cancellation if payments are not received by the due date. Upon full payment by the participant(s) of the amount specified in the invoice, Lueftner Cruises agrees to arrange for the provision of the services as described in this brochure and as modified by supplementary materials. Your full payment or acceptance of a ticket constitutes agreement to the terms and conditions of the Passenger Ticket Contract.

PAYMENTS: Accepted are the most credit cards (mainly Visa, Master Card).

CANCELLATION POLICY: In cases of cancellation the tour operator has the right to demand the following cancellation charges, calculated either as a flat-rate amount or as a percentage of the travel price and dependent on the number of days left until the planned departure date:

121	days of more	€ 100 per person
120 - 90	days	15%
89 - 60	days	35%
59 - 30	days	50%
29 - 15	days	80%
14	days to the departure day	100%

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

WITHDRAWAL AND TERMINATION BY THE TOUR OPERATOR: The tour operator may withdraw from the travel contract before the journey starts or terminate it after the journey has begun in the following cases:

a) Without notice, if the person travelling persistently – in defiance of any warning - disrupts the execution of the travel or if his/her behaviour is not in accordance with the contract to such an extent that immediate revocation of the contract is justified. If the tour operator is the terminating party then it reserves its claim on the travel price but must allow to be set off against that 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 weeks prior to the start of the journey, the advertised minimum number of participants has not been reached, which is 80 passengers per cruise and, in the case of shore excursions, 25 persons or whatever other minimum number of participants has been indicated in the advertising for the service concerned. In all cases the tour operator is obliged to inform the traveller immediately of the occurrence of the contingency causing the journey not to be executed and immediately to forward to him/her its withdrawal statement. The travel price paid will be reimbursed promptly.

c) If, by four weeks prior to the start of the journey - with the tour operator having exhausted all other opportunities - it would be unreasonable for the tour operator to execute the journey because the costs arising, if it were to be executed, would mean the tour operator exceeding the bounds of sacrifice in relation to that journey; that is, unless the tour operator itself is answerable for the main reasons leading to the situation concerned. The travel price paid will be reimbursed promptly.

GUARANTEE, REDRESS AND DUTIES TO CO-OPERATE: If travel services are not provided as contracted then the traveller may demand redress. Irrespective of the tour operator's overriding duty to provide service the traveller has a duty to co-operate in that he/she must do whatever he/she can reasonably do to contribute to remedying the disruption and to keep any losses that may arise as low as possible or avoid them completely. He/she has a particular duty to advise the tour operator's representative immediately of any possible complaints.

ACTS OF GOD, STRIKE, OR OTHER CONDITIONS BEYOND

CONTROL: a) Before the journey starts: if execution of the journey is made more difficult, jeopardised or impaired as a result of extraordinary circumstances that were unforeseeable at the time of entering into the contract and for which the tour operator is not answerable, then both the tour operator and the traveller may withdraw from the contract prior to the start of the journey. Such circumstances include war, strikes, civil unrest, epidemics, and government directives (such as requisition of accommodation or of means of transportation), embargoes; natural disasters, and 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 travel price paid will be reimbursed promptly.

b) After the journey has begun: if the circumstances specified above come about after the journey has begun then both the tour operator and the traveller may terminate the contract. In that case the tour operator shall, as a consequence of the cancellation of the contract, take the necessary measures and see to the return transportation of the traveller insofar as that is agreed in the contract and is not precluded by the force majeure circumstances. If the contract is terminated the tour operator has the right to a claim only for reimbursement of the costs of the services that have been provided. The person travelling must bear the additional costs of the return transportation and/or other necessary measures.

c) Changes in the water level: unusually low or high river water levels may cause changes to the itinerary, possible re-embarkation on another vessel or transfer(s) by coach or rail, or even to a shortening of the journey. The tour operator and the ship's captain sometimes have to take such decisions quickly. Such measures may not, understandably enough, justify withdrawal from the contract by the person travelling; and passengers may not derive from them any claims on the tour operator, especially claims for compensation in damages.

TRAVEL DOCUMENTATION/VISAS: All passengers must have passports valid for six months following disembarkation and necessary visas when boarding. Passengers are advised to check with their Travel Agent or their Consulate Service to determine which documents they must obtain. If incorrect documents are obtained, passengers will be unable to participate in particular shore excursions and may be denied boarding and/or entry into certain countries. Lueftner Cruises accepts no responsibility for obtaining required visas nor for advising guests of visa or other immigration requirements.

INSURANCE BOND: Dr. W. Lueftner Reisen GmbH is registered in the Tour Operators' Directory at the Austrian Federal Ministry for Business Affairs, under number 2004/0052. In accordance with the official ordinance covering insurance for travel agencies, Dr. W. Lueftner Reisen GmbH is insured by the European Travel Insurance Company (see below), under Policy Number 099600009876. Risk under § 8 is covered by the Company's membership of the "Organisation for the protection of common interests of package tour operators". An individual traveller may make a claim directly on:

Europäische Reiseversicherungs AG
Augsasse 5-7, 1090 Wien, Austria
Tel. 0043 1 3172500, Fax: 0043 1 3172500-199

The liability of the above Company to the customer is limited to the price of the tour he has paid, and in the case of damages to the total sum insured. Should the sum insured be insufficient to satisfy all claims, then customers' claims will be met by equal shares of what is available. All claims should be lodged with the European Travel Insurance Company, with supporting evidence, within 8 weeks of the occasion giving rise to the claim, claims lodged any later having no validity.

INSURANCE: Travel Insurance is not included in the listed fares. For your own peace of mind, we recommend you take out in good time travel insurance, covering in particular possible costs of cancellation, as well as damage to and/or loss of baggage, costs of possible medical treatment, repatriation services, etc. Please take advice from your travel agent.

REVISIONS/CHANGES: Once a booking has a deposit, all changes are subject to a € 30 charge per change. See section above under Cancellation Policy for additional details on situations which are classified as cancellations rather than changes.

CHILDREN/MINORS: Due to the nature of our cruise itineraries, Lueftner Cruises does not maintain facilities or services for children aboard their cruise vessels. On all cruises and cruise journeys, minors under the age of 18 must be accompanied and share a cabin with a parent, legal guardian or other responsible adult over the age of 21. We regret that we cannot accommodate children under 12 years of age, and we reserve the right to limit the number of minors under the age of 18 years on board.

DISABLED PASSENGERS:

We welcome guests with special needs. Guests who have any medical, physical or other special needs must contact their Travel Agent or Lueftner Cruises directly to obtain specific information. All vessels and coaches are equipped to European standards. Vessel operators will, under appropriate circumstances, permit passengers to use motorised scooters and wheelchairs that satisfy criteria confirmed by Lueftner Cruises. In all cases passengers must understand and accept that the vessels do not have lifts permitting easy access from deck to deck, and that some decks are multi-level and/or have significant thresholds to be negotiated. Accordingly physically disabled passengers may need the services of a responsible adult, and should be aware that crew availability to assist them is often severely limited.

OPERATORS: The ships described in this brochure are operated by Danubia Kreuzfahrten GmbH / Vienna – Austria, MAK Kreuzfahrten Betriebs- und Beteiligungs GesmbH / Marktredwitz – Germany and DCR Danube Cruises Romania / Bucharest – Romania.

LUEFTNER CRUISES: Lueftner Cruises acts solely as a Sales Agent/ Preferred Supplier for the above-mentioned operators of the vessels described in this brochure. Lueftner Cruises neither owns nor operates any of the vessels described herein and thus assumes no responsibility or liability for acts or omissions of the vessel owners or operators in regard to the cruises described herein.

RESPONSIBILITY: Lueftner Cruises accepts no liability or responsibility, whether occasioned by railroad, motor coach or any other conveyance, for any injury, damages, loss, accident, delay or irregularity which may be occasioned either by reason or defect, through the acts or defaults of any company or person, or in carrying out the arrangements of the tour, as a result of any cause beyond the control of Lueftner Cruises. Guests specifically release Lueftner Cruises from all claims for loss or damage to baggage or property or from personal injuries or death, or from loss or delay, arising out of the acts, omissions or negligence of any independent contractors, such as air carriers, hotels, shore excursion operators, restaurateurs, transportation providers, medical personnel or other providers of services or facilities. All arrangements made for tour participants with independent contractors, including medical services, are made solely for convenience to participants and are done at the participant's own risk. Medical personnel are independent contractors. Lueftner Cruises specifically disclaims all liability for damages for emotional distress, mental suffering or psychological injury of any kind. Tickets, vouchers, and any other travel documents are subject to all terms and conditions of the respective suppliers (some of which may limit supplier's liability). Under no circumstances shall Lueftner Cruises be construed as a carrier under a contract for safe carriage of the passenger or his or her belongings. Lueftner Cruises and the owners and operators of the vessels identified in this brochure shall be entitled to any and all liability limitations, immunities and rights applicable to them or any of them under the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels (CLNI), with protocols and amendments, together with the further provisions of the International Convention of Limitation of Liability for Maritime Claims, 1976, with revisions and amendments (hereinafter collectively referred to as the "Convention"), if and as applicable, as well as any other applicable nation's laws limiting liability. Lueftner Cruises and the owners and operators of the vessels identified in this brochure shall be entitled to claim the benefit of whichever law, regulation, treaty or doctrine provides the greatest legal protections to Lueftner Cruises and the owners and operators of the vessels identified in this brochure.

REFUSAL OF PASSAGE: Lueftner Cruises shall not be required to refund any amount paid by any tour participant who must leave the tour prematurely for any reason, nor shall Lueftner Cruises or the owners or operators of the vessels identified in this brochure be responsible for the lodging, meals, return transportation or other expenses incurred by such tour participant.

TOUR OPERATOR

LÜFTNER CRUISES

Dr. W. Lueftner 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>