Standard information form for package travel contracts in accordance to the GvD from 21/05/18, nr. 62

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. FunActive TOURS GmbH will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, FunActive TOURS GmbH has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302

1. Travellers will receive all essential information about the package before concluding the package travel contract.
2. There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
3. Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
4. Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
5. The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
6. Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
7. Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package. Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
8. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
9. Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
10. The organiser has to provide assistance if the traveller is in difficulty.
11. If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. FunActive TOURS GmbH has taken out insolvency protection with Nobis Filo diretto Assicurazioni, Centro Direzionale Colleoni, Via Paracelso, 14 - Agrate Brianza 20864, Tel: +39.039.9890.702 oder 800.894123, (for notifications during the trip) +39 039.9890.712 or 800.894124 (for notifications before departure), www.nobis.it. Travellers may contact this entity or, where applicable, the competent authority: Ministero dei beni e delle attività culturali e del turismo - Direzione generale del Turismo, Via del Collegio Romano, 27 – 00166 - ROMA tel. 06/67232131 - dg-t@beniculturali.it, if services are denied because of FunActive TOURS GmbH’s insolvency.
12. The traveler is informed that he can subscribe an insurance cover that covers the penalties for withdrawal of the traveler or the costs of assistance and return, in the event of accident, illness or death. Covers can be indicated by the Organizer as mandatory for their package offers.

Website where Directive (EU) 2015/2302 as transposed into national law can be found on: www.gazzettaufficiale.it