

Terms & Conditions

1. Introduction

These general terms and conditions apply to package tour contracts (as defined in article L. 225-2 of the Luxembourg Consumer Code) organised by LuxairTours and reserved from 1 July 2019.

Hereinafter, the following terms have the following definitions:

- 'the organiser' or 'LuxairTours' means the following legal entity:
Luxair, Société Luxembourgeoise de Navigation Aérienne S.A., Société Anonyme [limited liability company].
Luxembourg Trade and Companies Register B.4109
Head office: 25 rue Gabriel Lippmann,
L-5365 Munsbach.
Postal address: L-2987 Luxembourg.
Telephone: (+352) 2456 1.
- 'the traveller' or 'the customer': the natural person who is concluding, intends to conclude or has concluded a LuxairTours package travel contract.
- 'the retailer' or 'the travel agency': the travel agent through whom the traveller is intending to conclude, is concluding or has concluded a LuxairTours package travel contract.

2. Precontractual information

2.1 Information

Prior to concluding a travel contract, the organiser and the retailer provide the traveller with the legally stipulated standard information as well as the information referred to below, if, and to the extent that it applies to the package tour concerned:

1. the contact details of the organiser and the retailer;
2. the main features of the travel services:
 - a) the destination(s), itinerary and holiday periods, with the dates and, when accommodation is included, the number of nights included;
 - b) the means, features and categories of transport, the locations, dates and times of departure and return, the duration and the location of stopovers and connections; when the exact times of departure and return are not yet fixed, the traveller is informed of the approximate times of departure and return; in this case, the exact times will be specified in due course;
 - c) the location, the main features and if applicable, the tourist category of the accommodation depending on the regulations of the destination country;
 - d) the meals provided;
 - e) the visits, excursions or other services included in the total agreed package price;
 - f) when it is not already clear from the context, whether the potential travel services will be provided to the traveller as a member of a group and, in this case and if possible, the approximate size of this group;
 - g) when the benefit of other tourist services provided to the traveller depends on effective verbal communication, the language in which these services will be provided;
 - h) information on whether the trip or holiday is generally suitable for persons with reduced mobility and, at the traveller's request, precise information on the suitability of the trip or holiday for their specific, individual requirements;
3. the total price of the package tour and, when taxes, expenses or other additional fees cannot be calculated in advance, an indication of the type of fees that the traveller may still have to pay;
4. the terms of payment, including the amount or the percentage of the price to be paid as a deposit and the schedule for the payment of the balance, or the financial guarantees to be paid or provided by the traveller;
5. the minimum number of people required for the package tour to take place and the deadline for any potential cancellation of the contract if this number is not reached;
6. information of a general nature regarding the conditions applicable in terms of passports and visas, including the approximate processing times for obtaining visas, as well as information on the healthcare formalities of the destination country;
7. information regarding the traveller's right to cancel the contract in exchange for the payment of standard cancellation costs;
8. information on cancellation insurance and travel assistance insurance.

2.2 Delivery

The precontractual information is delivered to the traveller via these general terms and conditions and/or via the travel agency and/or the LuxairTours Customer Service Center and/or the www.luxairtours.lu website.

2.3 Modification

The precontractual information forms an integral part of the package tour contract and may not be changed unless, prior to the conclusion of the contract, the traveller is informed in a clear, comprehensive and transparent manner on a durable medium about the modifications made to this information and accepts them.

3. Contract

3.1 Engagement

The traveller concluding the package tour contract:

- agrees to provide the organiser and/or the retailer with all the relevant information which might influence the content of the contract, the main features of the travel services or the trip or holiday programme;
- agrees that all personal data regarding the people on whose behalf he/she is concluding the contract, are truthfully and correctly completed on all documents (mobile phone number, email, identity, age, etc.);
- guarantees the proper performance of the contractual obligations (specifically the payment) of people on whose behalf he/she has concluded the contract (family members, friends, etc.).

3.2 Delivery

When the travel contract is concluded or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium (for example, an email, paper document or PDF). The traveller is entitled to request a paper copy if the contract has been concluded in the physical and simultaneous presence of the parties.

3.3 Information

The contract or its confirmation contains all the precontractual information as well as the following information, if and to the extent that they apply to the package tour in question:

1. the traveller's special requirements which the organiser has accepted
2. a reference stating that the organiser is:
 - responsible for the proper performance of the travel services included in the contract in accordance with article L. 225-11 of the Luxembourg Consumer Code;
 - required to provide assistance to the traveller if they are in difficulty, in accordance with article L. 225-14 of the Luxembourg Consumer Code;
3. the name and contact details of the entity entrusted with protection against insolvency and, where applicable, the name and contact details of the competent authority appointed by the State of Luxembourg;
4. the name, address, telephone number, email address and, where applicable, the fax number of the organiser's local representative, a point of contact or another department through which the traveller may rapidly contact the organiser and communicate with him or her effectively, request assistance if the traveller is in difficulty or complain of any non-compliance observed during the performance of the package;
5. a reference stating that the traveller must report any non-compliance observed during the performance of the package in accordance with article L. 225-11 paragraph 2 of the Luxembourg Consumer Code;
6. information on the traveller's right to transfer the contract to another traveller in accordance with article L. 225-7 of the Luxembourg Consumer Code;
7. information on the internal procedures for handling complaints and on the out-of-court dispute resolution mechanisms (REL - règlement extrajudiciaire des litiges) in accordance with book IV of the Luxembourg Consumer Code and where applicable on the out-of-court dispute resolution entity on which the organiser depends and on the online consumer dispute resolution platform (RLC - règlement en ligne des litiges de consommation).
8. the remaining balance indicated on the confirmation is the one communicated to us by the financial intermediary. Additional verifications may be carried out later by your bank, so this balance is subject to change. If this should be the case, Luxair will contact you to adjust the amount to be paid. If a trip is not fully paid before departure, point 7.3 applies

4. Assignment of the package travel contract to another traveller and correction of the traveller's identity

4.1 Assignment of the package travel contract to another traveller

4.1.1 Validity

The traveller may transfer the package tour contract, re-

specting reasonable prior notice sent to the organiser and/or the travel agent, at least 3 days prior to the start of the package, (7 days for Holidays à la Carte products) on a durable medium (an email, a paper document or a PDF) to a person satisfying all the conditions applicable to this contract (for example, for a transferor adult, the transferee must be an adult, etc.).

4.1.2 Cost

The transferor and the transferee are jointly and severally liable, towards the organiser and/or travel agent, for payment of the balance of the price as well as the administrative costs incurred by this transfer.

These costs are as follows:

up to the 7th day before departure: free of charge; from the 6th to the 3rd day before departure: EUR 50 per person. For Holidays A la carte products, costs are only available on request and will depend on the hotelier's requirements.

Less than 3 days before departure (7 days for Holidays à la Carte products): the transfer is considered as a cancellation, and the relevant cancellation charges apply.

4.1.3 Promotion

Once the First Minute or Early Booking deadline has expired, the transferee is no longer entitled to benefit from the transfer of the travel contract.

4.1.4 Insurances

The traveler may not transfer his insurance contract(s). In case of transfer, the new traveler will have to take out a new assistance insurance policy if he/she wishes, but he/she will not be able to take out a cancellation insurance policy.

4.2 Correction of the traveller's identity

4.2.1 Validity

In the event that the passenger has made a mistake in the communication of his/her surname or first name, and provided that it is the same person, the passenger may request the correction of his/her surname or first name up to 3 hours before departure.

4.2.2 Cost

The administrative costs associated with this correction are as follows:

up to the 7th day before departure: free of charge; from the 6th to the 3rd day before departure: EUR 50.00, less than 3 days before departure: EUR 100.00.

For Holidays à la Carte products, in addition to the administrative costs, extra costs may be added and will depend on the hotelier's requirements.

4.2.3 Promotion

When the traveller's identity is corrected, First Minute or Early Booking discounts remain valid at all times.

4.2.4 Insurances

If the traveller's identity is corrected, the insurance contract(s) will remain valid.

5. Modification of the package travel contract by the traveller

This article is not valid for "Holidays à la carte" products which cannot be modified with or without costs.

5.1 Time limits

5.1.1 Time limits for an option

The travel contract may be modified, free of charge, except on flights to United Arab Emirates, for an option period determined as follows:

- more than 33 days prior to departure: 3 days with effect from the reservation
- more than 32 days prior to departure: 2 days with effect from the reservation
- more than 31 days prior to departure: 1 day with effect from the reservation
- from 30 days or fewer prior to departure: there is no option, the travel contract is considered as definitive and cannot be cancelled without charges anymore. In this case the cancellation fees mentioned in article 7 will be charged.

5.1.2 Time limits for a modification

The confirmed package contract may be modified without fees until 14 days before departure for all destinations except packages to France, Italy, Germany, Finland, the United Arab Emirates and "Metropolis". For these destinations a modification without fees is possible until 30 days prior to departure.

For a modification less than 14 or 30 days (depending on the destination), the cancellation fees mentioned in article 71.2. will be applied.

5.2 Return flight modification

If the customer is already in the destination area and

wants to change his return flight, a change fee of 50,- EUR per person will be charged (this does not apply to all destinations, except for the following: Alicante, Bari, Biarritz, Cascais, Corsica, Lido di Jesolo, Naples, Praia, Sao Vincente, United Arab Emirates, Usedom, Valencia and all Metropolis destinations. For this change to be possible, the 1st ticket must have been used and the change request must be made to the LuxairTours guide on the spot within the following deadlines: another return flight on the same day, but at a different time: between 48 hours and 24 hours before the initial departure; flight on another date: as soon as you arrive at your destination and up to 72 hours before the initial departure. If this change results in a shortening or extension of the stay, this will result in cancellation fees or additional costs. Further information can be found in the Important Notes "Package Tours". Only one extension per person is authorized..

5.3 Additional services

5.3.1 Seat reservations and other special services

In case of modification of the travel package contract resulting in a change of flights, if the traveler has booked a specific seat or other special service (special meals, sports equipment, extra luggage, transport of animals or "Luxembourg Airport Experience"), these are automatically transferred to the new flights free of charge. This transfer to the new flights is subject to availability. In case of unavailability on the new flights, the purchase of the seat or special services will not be refunded.

5.3.2 Parking

If the traveller has booked a parking space at Luxembourg airport, this must be cancelled in the event of a change in flights. The parking fee will be fully refunded and the traveller may make a new reservation if desired.

5.4 Limitation

Modifications are limited:

5.4.1 in time

- the new date of departure must be within 6 months at the latest after the initial departure date

5.4.2 In number

- one single modification per booking

5.5 Reference price

In case of a modification, the reference price used to calculate the new price will be as follows:

- If the hotel remains the same and the change concerns the type of board, the type of room or the date of travel: the new price will be calculated on the basis of the price valid at the time of the initial booking with conservation of the possible "First Minute" and "Early Booking" discounts
- If the hotel and/or the destination is changed, the new price will be calculated on the basis of the daily price available at the time of the modification, with loss of possible "First Minute" and "Early Booking" discounts

6. Travel documents

6.1 Delivery

Two weeks before departure, the traveler will receive travel documents containing all the relevant information and the scheduled departure time.

6.2 Validity

Travel documents and tickets are only valid on the dates indicated.

7. Termination (cancellation) of the package travel contract by the traveller

7.1 Costs

The traveller is entitled to cancel the package travel contract by means of a written declaration (the date of receipt of the request for cancellation to the organiser acting as proof to establish the cancellation period, the date of departure is not counted) prior to the start of the package:

7.1.1 Free cancellation

* This paragraph is not valid for "Holidays à la carte" products which cannot be cancelled free of charge. Free of charge, for an option period determined as follows:

- more than 33 days prior to departure: 3 days with effect from the reservation
- more than 32 days prior to departure: 2 days with effect from the reservation
- more than 31 days prior to departure: 1 day with effect from the reservation
- 30 days and fewer prior to departure: there is no option, the package travel contract is considered as

definitive (but can eventually be modified as explained in the conditions of article 5.1.2 but not cancelled). In case of cancellation, the standard termination costs stated below will apply.

7.1.2 Against payment

In exchange for payment of the following standard cancellation fees:

- Up to the 30th day prior to the departure date, the costs will be 25% of the package tour price;
- Between the 29th and the 10th day prior to the departure date, the fees will be 50% of the package tour price;
- Between the 9th and the 3rd day prior to the departure date, the fees will be 75% of the package tour price;
- From the 2nd day prior to departure or in the event of no-show at departure, the costs will be 90% of the package tour price.

7.2 Additional fees

The percentages indicated may include administrative costs not recoverable through an optional cancellation insurance policy taken out by the customer (please consult the conditions of the cancellation insurance policy you intend to take out).

7.3 Lack of payment

Non-payment of the tour price within the contractual deadlines and the no-show at departure constitute a cancellation of the contract and the standard termination costs stated above will apply.

7.4 Exceptional circumstance

The traveller is entitled to terminate the package tour contract prior to the start of the package without paying termination costs if exceptional and unavoidable circumstances arising at the place of destination or within immediate proximity of it, significantly affect the performance of the package or the transporting of passengers to the place of destination. In this case, the traveller is entitled to the full reimbursement of payments made (at the latest within 14 days after termination) but not to additional compensation.

7.5 Additional Services

7.5.1 Seat reservations and other special services

If the traveller has booked a specific seat or other special service (special meals, sports equipment, extra luggage, transport of animals or the Luxembourg Airport Experience), these cannot be cancelled once booked. Consequently, in case of cancellation of the package travel contract by the traveller, the purchase of the seat or special services will not be refunded.

7.5.2 Parking

If the traveller has booked a parking space at Luxembourg airport, this can be cancelled at any time. The charges applicable in the event of cancellation are those set out in 7.1.2. In the event of cancellation of the package tour contract by the traveller, the purchase of the parking space at Luxembourg airport will be refunded in accordance with point 7.1.2.

8. Price

8.1 Additional costs

The total package price does not include all the taxes, costs, fees and all other additional fees which cannot be reasonably calculated prior to the conclusion of the contract. Unless otherwise indicated in the package description, the following elements are not included:

- Parking costs at the airport.
- Travel assistance insurance.
- Cancellation insurance.
- Advanced Seat Reservation.
- Drinks (depending on the package chosen), meals (depending on the package chosen), tips, the services of a luggage handler, Wi-Fi and safe at the hotel, early/late check-in/out of the hotel, excursions, personal expenses.
- Certain taxes: tourist tax or other various taxes which, depending on the destination, the category of hotel and the region, may be collected locally.
- Certain costs for the security checks of luggage required in some airports prior to check-in.
- Certain costs for the obtaining of visas, upon arrival at certain destinations.
- The airport-hotel transfer (outward and return journey)

8.2 Revision

8.2.1 Revision

After the conclusion of the package tour contract, the prices may no longer be increased. Nevertheless, in application of article L. 225-8 of the Luxembourg Consumer Code, Luxairtours expressly reserves the right to revise the price (upwards or downwards) to take account of the following variations:

- a) price of transporting passengers resulting from the cost of fuel or from other energy sources;

- b) level of taxes or fees on the travel services included in the contract, imposed by third parties, including tourist taxes, landing taxes or embarkation and disembarkation taxes in airports and ports;
- c) rate of exchange in relation to the package.

8.2.2 Majoration > 8%

In the event of price increases exceeding 8% of the total package price, the traveller is entitled to cancel the contract free of charge; they will then be reimbursed the sums paid within 14 days following the cancellation at the latest.

8.2.3 Validity

During the twenty days preceding the planned departure date, the price set in the contract may not be increased.

9. Price payment

9.1 Method of payment and deposit

Unless otherwise agreed with the travel agency, the customer may choose between two payment options at the time of booking:

- Immediate full payment: The customer pays the full price of the package immediately. This is the only option if the package is booked less than 31 days before departure.
- Deferred payment: The customer pays a deposit of 25% (30% for 'First Minute' bookings) of the package price when the contract is concluded. The remaining balance is payable in accordance with the terms and conditions described in article 9.2.

For 'Holidays à la carte' products, payment of a deposit is not possible and the customer must immediately pay the full price of the package at the time of booking, even if the booking is made more than 31 days before departure.

9.2 Final payment

Unless otherwise agreed with the travel agency, the final payment must be made no later than 30 days before the departure date.

For the payment of the remaining amount, if the booking has been made directly with Luxairtours, the customer can choose between the following options when concluding the contract:

- Manual payment : The final amount must be paid manually by the customer within the above-mentioned deadlines, using a link that will be sent to the customer by e-mail.
- Automatic debit : The final amount will be debited automatically using the payment method initially used, on the date indicated when the contract was concluded.

9.3 Delayed payment

Any payment default within the deadlines will lead to the cancellation of the contract, without prior notice from the Organisation, and the customer will owe the related cancellation fees.

9.4 Additional services

9.4.1 Seat reservations and other special services

Payment for a specific seat or other special service (special meals, sports equipment, extra luggage, transport of animals or the Luxembourg Airport Experience) must be made in full at the time of booking.

9.4.2 Parking

Payment to reserve a parking space at Luxembourg Airport must be made in full at the time of booking.

10. Minimum participants

When a minimum number of people is required for the package tour to take place, this number is indicated in the travel contract. Likewise, the contract specifies the deadline at which the organiser may cancel the contract if the number of people registered is lower than the required minimum number; in all cases, this notification will be at the latest:

- a) 20 days prior to the start of the package for trips of more than 6 days' duration;
- b) 7 days prior to the start of the package for trips of between 2 and 6 days' duration;
- c) 48 hours prior to the start of the package for trips of less than 2 days' duration.

In this case of termination, the payments made will be fully reimbursed at the latest within 14 days following the termination.

11. Modification of the package travel contract (other than the price) by the organiser

11.1 Minor modifications

The organiser expressly reserves the right to make any minor modification to the contract. In this case, the traveller will be informed in a clear, comprehensive and transparent manner on a durable medium (for example, an email, a paper document or a PDF).

11.2 Significant modifications

If the organiser is forced to significantly modify one or several main features of the travel services or if it may not satisfy the traveller's special requirements which it accepted or if it proposes to increase the price by more than 8%, it shall inform the traveller without undue delay, in a clear, comprehensive and transparent manner on a durable medium (for example, an email, a paper document or a PDF):

1. of the proposed modifications and their possible price repercussions;
2. due to the fact that the traveller is entitled to terminate the contract without paying cancellation fees;
3. of any package proposed as an alternative, together with its price;
4. of the deadline in which the traveller must convey its decision to the organiser and of the fact that in the absence of communication from the traveller within the deadline, the contract will be automatically terminated.

11.3 Reimbursement

If the traveller decides to terminate the contract without accepting any other package proposed as an alternative or if it does not convey its decision to the organiser within the stated deadline, the organiser shall reimburse all payments made by the traveller or on its behalf, at the latest within 14 days after the termination.

12. Termination (cancellation) of the package travel contract by the organiser

The organiser may terminate the package travel contract prior to the start of the package, in the following cases:

1. Minimum people required
When the number of people registered for the package is lower than the minimum number stated in the contract and when the organiser notifies the cancellation of the contract within the deadline fixed by the contract, but at the latest:
a) 20 days prior to the start of the package for trips of more than 6 days' duration;
b) 7 days prior to the start of the package for trips of between 2 and 6 days' duration;
c) 48 hours prior to the start of the package for trips of less than 2 days' duration;
2. Exceptional and unavoidable circumstances

When the organiser is prevented from performing the contract due to exceptional and unavoidable circumstances and notifies the traveller of the termination of the contract without undue delay prior to the start of the package.

In these cases, the organiser shall reimburse the traveller for all payments made, at the latest within 14 days after the termination, without having to pay additional compensation to the traveller.

13. Responsibility of the organiser

13.1 Execution

The organiser is liable for the performance of the travel services included in the package tour contract, independently of the fact that these services must be performed by itself or by other travel service providers.

13.2 Information

The traveller must inform the organiser without undue delay and with regard for the circumstances of the case, of any non-compliance recorded during the performance of a travel service included in the package tour contract. In this case, the traveller must contact the local Luxairtours representative/guide as soon as possible. With the exception of destinations where a guide is not available locally. In this case, the traveller can send messages, requests or complaints in relation to the performance of the package to the retailer through whom the package has been purchased. The retailer shall send these messages, requests or complaints to the organiser without undue delay.

13.3 Non compliance

If one of the travel services is not performed in accordance with the package travel contract, the organiser shall rectify the non-compliance except if this:

- a) is impossible; or
 - b) involves disproportionate costs, taking into account the significance of the non-compliance and the value of the travel services concerned.
- If the organiser does not rectify the non-compliance, the traveller is entitled, where applicable, to a reduction in

price and/or compensation in the legally stipulated conditions.

When a large part of the travel services cannot be supplied as provided for in the package tour contract, the organiser shall propose other appropriate services for the continuation of the package without a price supplement. The traveller may only refuse these other services if they are not comparable to those which had been planned in the contract.

When a case of non-compliance significantly disrupts the performance of the package and when the organiser does not rectify it, the traveller may terminate the contract without paying costs and request, where applicable, a reduction in price, compensation or both.

If it proves impossible to offer other services or if the traveller refuses the other services proposed, the traveller is entitled, if applicable, to a reduction in price, compensation, or both, also without termination of the package tour contract.

If the package includes the transporting of passengers, the organiser also provides the traveller with repatriation via an equivalent means of transport.

13.4 Exceptional circumstances

When, due to exceptional and unavoidable circumstances it is impossible to ensure the return of the traveller as provided for in the package tour contract, the organiser shall bear the costs of the necessary accommodation for a maximum period of three nights per traveller.

The limitation of these costs does not apply to people with reduced mobility, the people accompanying them, pregnant women, unaccompanied minors or people requiring specific medical assistance, provided that the organiser has been informed of their special needs at least 48 hours before the start of the package tour.

The organiser may not invoke exceptional and unavoidable circumstances to limit its liability if the transport service provider concerned cannot demonstrate that it was affected by such circumstances under the applicable legislation of the European Union.

14. The Organisation's obligation to provide assistance to travellers in difficulty

The organiser shall provide appropriate help to the traveller in difficulty, especially:

- 1° by providing appropriate information on healthcare services, local authorities and consular assistance;
- 2° by assisting the traveller make long-distance communications and helping the traveller to find alternative travel arrangements.

The organiser shall be able to charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser.

15. Complaints

15.1 Communication

The traveller must report, as soon as possible, any non-compliance identified or observed on-site, in order to enable the organiser to find a satisfactory solution. This report is made via the Luxairtours representative/guide or by contacting the retailer from whom the traveller has purchased the package tour or by contacting Luxairtours via the Customer Service Center.

15.2 Contact

If, nevertheless, a satisfactory solution cannot be found on-site, an irregularity report form is made available to the traveller and we invite him/her to list the various points of their complaint and to have them countersigned by the Luxairtours representative/guide or the service provider. This will greatly facilitate the handling of the complaint.

After the trip, the complaint is to be sent either to the travel agency or to Luxairtours: via our online form www.luxair.lu/contactForm, specially designed to easily register the complaint in the most complete manner possible.

15.3 Exceptional circumstances

Each complaint must be sent in writing. In order to facilitate the handling of the complaint, we ask for the pink sheet from the irregularity report completed on-site to be attached to it.

Any complaint must be made as soon as possible after the end of the trip.

15.4 CLLV

If you are not satisfied with the response to your complaint, we inform you that you can contact the Commission Luxembourgeoise des Litiges de Voyages (CLLV). The CLLV is a Luxembourg body responsible for finding out-of-court solutions to disputes relating to travel in accordance with the law on the out-of-court settlement of consumer disputes in the Consumer Protection Act and for assisting you if your complaint falls within its remit. The CLLV is on the list of qualified entities recognized by the Ministry of

