Luxairtours

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: Skypark Business Center
  1, avenue de l'Aéroport
  L-1110 Senningerberg
  Luxembourg
  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 (RLLC - 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, respecting 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 mentionned in article 7.1.2. 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 follow:

- 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 Validitiy

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 can 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 standardcancellation 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 Exceptionnal 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 chose 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 Organiser, 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 Exceptionnal 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 Organiser'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 yto 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 not 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 Exceptionnal 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 Economic Affairs. Luxair S.A. as a tour operator (Luxairtours) is subject to the CLLV dispute resolution procedure. Further information can be found at: https://www.ulc.lu/fr/Organes/Detail.asp?T=1&D=descr&ID=5.
Please also note that the European Commission provides consumers with the European Online Dispute Resolution Platform for the online resolution of disputes arising from online transactions. This platform is available at the following address: http://ec.europa.eu/consumers/odr/ .

15.5 MTV

If you are a French resident and if, following a complaint made to our Customer Relations Department, you are not satisfied with the reply you obtain or if you have no reply within 60 days, you are entitled to contact the Tourism and Travel Mediator (Médiateur du Tourisme et du Voyage). Further information on the terms and conditions are available on its website: www.mtv.travel.

16. Price reduction and compensation

16.1 Price reduction

The traveller is entitled to an appropriate price reduction for any period of non-compliance of the services provided, unless the organiser proves that the non-compliance is due to the traveller.

16.2 Compensation

The traveller is entitled to appropriate compensation from the organiser for any loss suffered due to the non-compliance of the services provided. The compensation is paid without undue delay.
The traveller is not entitled to any compensation if the organiser proves that the non-compliance is:
a) due to the traveller;
b) due to a third party in the supply of the travel services included in the package travel contract and has an unforeseeable or unavoidable nature; or
c) due to exceptional and unavoidable circumstances.

16.3 Conditions

To the extent that international agreements binding the European Union circumscribe the conditions in which compensation is due by a service provider supplying a travel service which forms part of a package or limit the scope of this compensation, the same limits apply to the organiser.

16.4 Limitation

If the organiser's liability is established in the legally required conditions, the compensation to be paid by the organiser is limited to a maximum of three (3) times the total price of the package. This limitation does not apply to bodily injuries or to damage caused deliberately or through the organiser's negligence.

17. Persons with Reduced Mobility

In order to be able to ensure the comfort and security of travellers with reduced mobility, we inform you that a limited number of Luxairtours package tours are adapted for these people. We therefore invite passengers with reduced mobility to contact their travel agency or Luxairtours Customer Service Center directly who can inform them about the best adapted hotels and the availability of rooms. They will also provide them with all the necessary information for the proper organisation of their trip (transporting of equipment, reservation of seats on board the flight). If the reservation is made via our website www.luxairtours.lu, we cannot under any circumstances guarantee the availability of an accessible room for people with reduced mobility.

18. Insurance

The Luxairtours package tours do not include assistance travel insurance, or cancellation insurance which we strongly advise you to purchase.
Why opt for the insurance cover offered by Luxairtours?
This cover has been specially designed to suit our products and satisfy your requirements, with sound, reliable and experienced partners alongside you who can provide a coordinated process if necessary.
You can request your optional insurance policies by contacting your travel agency or the Luxairtours Customer Service Centre.
The general terms and conditions of this insurance cover are published on our www.luxairtours.lu website from which they can be downloaded or are available upon request from your travel agency.
Before purchasing insurance cover, we advise you to read all the conditions. If an amount seems insufficient to you, we advise you to take out additional insurance or opt for different cover.
All insurance claims and demands are to be sent directly to LA LUXEMBOURGEOISE Société Anonyme d'Assurances, L-2095 Luxembourg, according to the terms described in the conditions. Our advice:
We recommend you arrange insurance. Luxairtours offers you two insurance packages which can be purchased 14 days at the latest after receipt of the reservation confirmation, provided that the departure is more than 30 days after this date. For short-term registrations (at least 30 days prior to the date of departure), the travel insurance must be taken out on the day of reservation.
Do not travel without your European Health Insurance Card (social security card) or a provisional replacement certificate (issued at your request by your health insurance institution) and the membership card of your supplementary health insurance.

19. Visas, passports and health formalities

General information on passports and visas as well as information on possible health formalities in the country of destination can be found on our website www.luxairtours.lu.
We strongly recommend that our travellers refer to it in good time before departure in order to carry out all the necessary formalities.
The information given by Luxairtours is strictly indicative. Therefore, we expressly ask travellers to consult the official websites of each country of destination and to obtain all useful information from the authorities of their country of residence, the authorities of the country of which they are nationals and the authorities of the country of destination.
The Organiser declines all responsibility in the event of the traveller failing to comply with the obligations relating to passports, visas, health formalities or any other travel document. The traveller alone bears the consequences of non-compliance with these formalities, e.g. boarding the flight or entry into the country may be legitimately refused in the event of inadequate travel documents.
In the event of the occurrence of a political or health crisis (before or after the signing of the contract) which may entail difficulties or danger for the traveller, Luxairtours may make the departure of the traveller subject to the signing of a document under the terms of which the traveller acknowledges having understood the risks associated with his stay. Luxairtours may also be required to cancel the traveler's stay if the risks are too high (exceptional and unavoidable circumstances).

20. Minors

The organiser informs the customer that it may only register minors (persons not having reached 18 years of age) if the latter are accompanied by a responsible adult (person having reached 18 years of age) looking after them throughout the whole package travel tour (the 'Accompanying person'). If the Accompanying person is a person other than the parents of the minor (or the legal representative invested with parental authority), the Accompanying person must obtain written authorisation from the father and mother or from the legal representative invested with parental authority specifying the conditions in which the Accompanying person will take custody and assume liability for the minor throughout the whole package tour.
The organiser specifies that this authorisation does not exempt the Accompanying person from bringing all other necessary documents (authorisation to leave the territory to be established, where applicable, with the competent authorities of the minor's country of residence, relevant identity documents, vaccination record, etc.) required by the destination country.
This authorisation must be delivered at the time of the reservation request. Inaccurate/improper or late delivery of the authorisation may lead to the cancellation of the reservation or the travel contract. This cancellation will be considered as having taken place due to the fault of the customer and will not give rise to any compensation.
Any cancellation or termination of the package tour of the Accompanying person automatically incurs the cancellation or termination of the minor's package tour.
The organiser will under no circumstances be liable for any fact or damage caused by the minor at the time of the package tour.

21. Business class supplement

Customers booking a Happy Summer, Vakanz, or Excellence package holiday may purchase a premium cabin transport supplement (hereinafter "Business Class Supplement") for the outbound flight, the inbound flight, or both, subject to availability. A separate supplement applies to each flight segment. If selected, the Business Class Supplement must be added for all travellers included in the same booking.
The purchase of a Business Class Supplement constitutes an additional service only (within the meaning of Article 5.3) and shall not amend or change the general terms and conditions applicable to the underlying package travel contract. Any termination, modification, or reimbursement request relating to the package holiday shall remain subject exclusively to the standard conditions outlined in Article 5 and Article 7.
If the business class service cannot be provided by the carrier for operational reasons, the travellers will be accommodated in economy class. In this case, the customer shall be entitled to the reimbursement of the Business Class Supplement paid for the affected flight segment only. This service adjustment shall not be considered a significant modification of the contract under Article 11.2 and does not entitle the customer to terminate the contract free of charge.
Up to 14 days before departure, the customer may cancel the Business Class Supplement free of charge, subject to seating remaining available in economy class on the same flight. From the 13th day prior to departure, no cancellation of the Business Class Supplement shall be permitted
The Business Class Supplement and the "Luxair Smart Upgrade" are distinct products. The Luxair Smart Upgrade is an independent option subject exclusively to its own specific terms and conditions, available on the website at the time of purchase.

22. Airline

22.1 Timetable

The schedules and types of transport referred to are those provided by the carrier when the reservation is made. The dates, times and departure and return locations are finalised no later than 15 days before the initially scheduled departure date.
Taking into account tiredness and deadlines related to any formalities to be performed when travelling (customs, visa, etc.), we advise you not to plan any other commitments on departure and return dates.

22.2 Operating Airline

Airlines may have commercial agreements with other airlines which consist of selling a flight under their name while operated by another airline's aircraft. In such a situation, Luxairtours agrees to inform its customers of the name of the company operating the flight, in accordance with regulation 2111/2005 of the European Parliament and the Council.

22.3 Airline Responsability

The liability of the airline carrier towards the passenger (delay, death, bodily injury) and towards luggage (delay, loss, destruction) is governed by the Montreal Convention of 28 May 2009 as implemented by (EC) regulation No. 2027/97 (as amended) and by the national legislation of the Member States. The amounts of compensation are limited as provided by the Montreal Convention or by any other applicable international agreement where applicable.

23. Insolvency protection

Luxairtours provides a guarantee for the reimbursement of all payments made by travellers or on their behalf if the services concerned are not performed due to the organiser's insolvency.
The entity entrusted with the protection against the insolvency of the organiser is:
Banque et Caisse d'Epargne de l'Etat, Luxembourg (BCEE)
1, Place de Metz, L-2954 Luxembourg,
Grand-Duché of Luxembourg
Luxembourg Trade and Companies Register: B-30.775
tel.: (+352) 4015 4169
email: support.cba@bcee.lu
The competent authority appointed by the Luxembourg State is:
Ministère de l'Economie
Direction générale PME, 19-21 Boulevard Royal
L-2449 Luxembourg,
tel.: (+352) 247 74 700
email: travel@eco.etat.lu

24. Standard information form for package travel contract

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. Luxair S.A., acting under the trademark Luxairtours, will be fully responsible for the proper performance of the package as a whole.
Additionally, as required by law, Luxair S.A. 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/they become insolvent.
Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.

- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- 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.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- 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.
- 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.
- 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.
- 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.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- 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. Luxair S.A. has taken out insolvency protection with Banque et Caisse d'Epargne de l'Etat, Luxembourg (BCEE). Travellers may contact this entity or, where applicable, the competent authority (Ministère de l'Economie, Direction générale PME, 19-21 Boulevard Royal L-2449 Luxembourg, tel. (+352) 247 74 700, email: travel@eco.etat.lu)) if services are denied because of Luxair S.A. insolvency.

Website on which Directive (EU) 2015/2302 transposed into national law can be consulted: http://data.legilux.public.lu/eli/etat/leg/loi/2018/04/25/a308/jo

25. Standard information form for linked travel arrangements

If you book additional travel services for your trip or holiday via our Customer Service Center or the Luxair or Luxairtours websites, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.
Therefore, Luxair S.A. will not be responsible for the proper performance of those additional travel services.
In case of problems, please contact the relevant service provider.
However, if you book additional travel services via our Customer Service Center or our Website not later than 24 hours after receiving the confirmation of the booking from Luxair S.A., those travel services will become part of a linked travel arrangement. In that case Luxair S.A. has, as required by EU law, protection in place to refund your payments to LUXAIR S.A. for services not performed because of LUXAIR S.A. insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.
LUXAIR S.A. has taken out insolvency protection with the Banque et Caisse d'Epargne de l'Etat, Luxembourg (BCEE).
Travellers may contact this entity or, where applicable, the competent authority (Ministère de l'Economie, Direction générale PME, 19-21 Boulevard Royal L-2449 Luxembourg, tel. (+352) 247 74 700, email: travel@eco.etat.lu) if the services are denied because of LUXAIR S.A. insolvency.
Note: This insolvency protection does not cover contracts with parties other than LUXAIR S.A., which can be performed despite LUXAIR S.A. insolvency.
Website on which (EU) directive 2015/2302 transposed into national law can be consulted: http://data.legilux.public.lu/eli/etat/leg/loi/2018/04/25/a308/jo.