

General terms and conditions

The present general terms and conditions of the travel contract signed by the tour operator and the client cover the products and services and the package tours published in the present brochure.

Any indication, description and information in this brochure as well as any change or correction, of which the client will be informed directly by the travel agent, form an integral part of the travel contract signed by the tour operator and the client. However, the tour operator is not liable for texts, descriptions, brochures and folders of third parties as for instance hotel operators and / or local tourist organisations.

Travel packages published in this catalogue and marked with the logo of another tour operator are subject to the general terms and conditions of this tour operator.

Bookings form an integral part of the travel contract and are subject to the full acceptance of the present general terms and conditions by the client together with the obligation to comply with such general terms and conditions. Verbal agreements that are not confirmed in writing are null and void. These general terms and conditions also apply to special programs not included in the present brochure and are subject to the special terms and conditions pertaining thereto.

I. Booking, travel confirmation and travel documents

Booking a travel is subject to the acceptance of the general terms and conditions as provided below.

1. Booking and advance payment

Bookings are made in writing, either over the Internet, by e-mail, by phone or in person due to a travel agent of the tour operators. Bookings are binding for the tour operator and the client upon written confirmation by the tour operator. In case of online booking over the Internet, the online confirmation of the travel contract is binding.

After the booking, the client commits to make an advance payment at the latest 7 (seven) days after receiving the confirmation.

The advance payment amounts to 30% price of the travel (min. 25 €). For one-day trips, the advance payment amounts to 100% of the price of the travel. Special arrangements (concerts, exhibitions, ...) are subject to an advance payment to be adapted for each case and provided in the travel confirmation.

For last minutes bookings, i.e. less than 14 (fourteen) days before departure date, the full amount of the price is due.

“Out of quota” booking (on-demand booking) is possible upon request and is binding upon confirmation of the service provider.

In case of more participants, the client who made the booking is jointly liable for the contractual obligations of these other participants.

2. Written confirmation

1. After the booking the client receives a written confirmation with the price and the amount of the advance payment to be made together with the general terms and conditions of the travel contract. The client must check the data in the travel contract (for instance travel dates, correct spelling of names, ...) and communicate any changes to the data he provided to the travel agent. The client must also provide the name of the participants as they figure in the passport or ID card. Changes requested after booking confirmation can be subject to additional costs.

2. Approximately one week before departure date but at the latest 4 (four) days before such date, each participant will receive by post a list of the hotels and the travel program with important and practical information for the trip. This travel confirmation is also to be used as a travel document. For individual trips, travel documents (airline ticket, hotel voucher, ...) are available one week before departure date at the travel agent upon payment of the residual amount of the price of the travel.

II. Price of the travel and payment terms

1. The price of the travel only includes arrangements expressly provided in the catalogue as forming an integral part of the price of these travels. Any additional arrangements can be booked and paid separately either with the travel agent or on the spot.

2. The price of the travel includes any taxes, dues or remunerations as well as applicable tourist taxes.

3. The tour operator is entitled to ADAPT PRICES. Price increases not exceeding 8 (eight) percent of the total price are possible if they are the direct result of the evolution: a) of fare prices due to fuel costs, b) of taxes or dues on arrangements included in the contract charged by third parties not directly involved in the travel organisation, including tourist taxes, landing and boarding taxes in ports and airports or c) of applicable exchange rates during the travel or stay.

4. A price increase is only possible if the client is informed thereof in a clear and understandable way at least 20 (twenty) days before departure date. Such information provides the amount of the increase, the justification thereof as well as its calculation.

5. The client is entitled to a price reduction corresponding to any decrease in the costs listed under point 3 a), b) and c) occurring after signing the travel contract and the departure date. In this case the tour operator is entitled to withhold actually incurred administrative costs from the refund due to the client. Upon request of the client, the tour operator shall submit evidence for such administrative costs.

6. If the tour operator proposes an increase of the price of the travel exceeding 8 percent of the total price, the client is entitled within 7 (seven) days to accept such price adjustment or to terminate the contract without termination fees.

GROUP DISCOUNTS are granted upon express request.

DISCOUNTS FOR CHILDREN, if not provided, can also be granted upon express request.

All payments must be made on one of the bank accounts provided in the travel confirmation.

The residual amount of the price of the travel must be paid 14 (fourteen) days before departure date but at the latest upon reception of the travel documents.

THE CLIENT MUST PROVIDE THE REFERENCE NUMBER ON THE BANK TRANSFER.

III. Arrangements provided by the tour operator

1. Any information provided in the brochure and on the website corresponds to the status at the time of printing (July 2018). The tour operator is entitled to change – if necessary – the arrangements and prices as well as to correct any possible mistakes, printing and calculation errors.
2. Arrangements covered by a contractual agreement are listed in the service description in the brochure, forming the contractual basis as well as in the information provided in the travel confirmation. The prices provided in the brochure forming the contractual basis, are in principle binding for the tour operator. Changes can be made before signing the travel contract; the client will be informed as soon as possible in advance. Additional agreements, special agreements and requests must be expressly provided in the travel confirmation to be binding for the tour operator.

IV. Changes, termination or cancellation of the travel contract

Before departure date

Transfer of the travel contract by the client to another participant

1. The client is entitled with a previous notice of at least 7 (seven) days before departure date to be submitted in writing to the tour operator, to transfer the travel contract to another person fulfilling all the conditions applicable to this travel contract.
2. The transferor and the beneficiaries are jointly liable with regard to the tour operator/ travel agent for the payment of the residual amount of the price of the travel as well as of the fees, dues and other additional costs that could be generated by the transfer. A processing fee of a minimum of 25 € per person will be charged in this case.
3. The tour operator is entitled to not accept such transfer if the beneficiary does not fulfil the conditions and obligations of the travel contract.

Minor changes to the travel program by the tour operator

The tour operator is entitled to make minor changes to the travel program informing the client as soon as possible thereof before departure date.

Change of an essential part of the travel contract by the tour operator

1. Should the tour operator be forced, before departure date, to significantly change one or more essential features of the travel contract or should he propose to increase the price of the travel by more than 8 percent, the tour operator must inform the client within 3 (three) days. With the same deadline, the tour operator informs the client in writing of his right to accept the proposed change or to terminate the travel contract without termination fees, requesting the client to inform the tour operator of his choice within 7 (seven) days. In case of termination of the travel contract, the tour operator may offer a replacement arrangement of equal or higher quality to the client. In absence of a reply by the client within the given deadline, the change proposed by the tour operator is deemed to be tacitly accepted.
2. Should changes to the travel contract or the replacement arrangement lead to a reduction in quality and costs, the client is entitled to a corresponding price adjustment.

3. In case the client terminates the travel contract as provided above and does not accept the replacement arrangement, the tour operator shall refund all payments already made by the client within 14 (fourteen) days at latest after the termination of the travel contract.

Termination or cancellation of the travel contract by the client

The client can cancel the travel contract at any time before departure date.

Upon request of the client, the tour operator justifies the amount of the cancellation fees.

In case the client cancels the travel contract the following cancellation fees shall apply:

1. In case of cancellation of a COACH TRAVEL, the following cancellation fees shall apply:

In case of cancellation up to the 30th day before departure date: 15% of the fixed price, minimum 15 € per person.

In case of cancellation between the 29th and the 15th day before departure date: 30% of the fixed price.

In case of cancellation between the 14th and the 6th day before departure date: 50% of the fixed price.

In case of cancellation between the 5th day and the day before departure date: 75% of the fixed price.

Cancellation and no-show on departure date are subject to cancellation fees of 100% of the fixed price.

2. In case of cancellation of an AIR TRAVEL, the following cancellation fees shall apply:

In case of cancellation up to the 60th day before departure date: 15% of the fixed price.

In case of cancellation between the 59th and the 45th day before departure date: 30% of the fixed price.

In case of cancellation between the 44th and the 14th day before departure date: 50% of the fixed price.

In case of cancellation between the 13th and the 4th day before departure date: 75% of the fixed price.

In case of cancellation between the 3rd day and the day before departure date as well as in case of no-show at departure date: 100% of the fixed price.

3. Special arrangements as theatre, musical and exhibition tickets (or helicopter trips, New York City Pass, etc) are not refundable and subject to cancellation fees amounting to 100% of the fixed price.

4. In case of cancellation of an INDIVIDUALLY BOOKED ROUND TRIP the following cancellation fees shall apply:

In case of cancellation up to the 30th day before departure date: 30% of the fixed price.

In case of cancellation between the 29th and the 4th day before departure date: 75% of the fixed price.

In case of cancellation between the 3rd day and the day before departure date as well in case of no-show at departure date: 100% of the fixed price.

5. In case of cancellation of a HOTEL ARRANGEMENT OF THE PRODUCT RANGE, the following cancellation fees shall apply:

In case of cancellation up to the 30th before departure date: 15% of the fixed price.

In case of cancellation between the 29th and the 15th day before departure date: 30% of the fixed price.

In case of cancellation between the 14th and the 6th day before departure date: 50% of the fixed price.

In case of cancellation between the 5th day and the day before departure date: 75% of the fixed price.

In case of cancellation and no-show at departure date cancellation fees amount to 100% of the fixed price.

6. In case of cancellation of a CRUISE, the conditions of the ship owner shall apply. Clients should request information from the travel agent.
7. In case of an individual booking of hotels or other arrangements not included in a Sales-Lentz package travel, the terms and conditions of the provider or the hotel operator shall apply. Clients should request information from the travel agent.
8. Charter flights bookings are subject to the terms and conditions of the airline. Clients should request information from the travel agent.
9. Any cancellation shall be made in writing.
10. The cancellation fees as provided in the present article are not due in case of exceptional and unavoidable circumstances at destination or its immediate surroundings having a major impact on the trip or the transport of passengers to such destination. In this case the client is entitled to the full refund of the payments made for the travel without any additional compensation.

Termination of the travel contract by the tour operator

1. The tour operator is entitled to terminate the travel contract with the full refund of the payments made by the client without any additional compensation in the following cases:
- a) the number of people booked for the travel is less than the minimal number provided in the travel contract and the tour operator informs the client of such termination within the deadline provided in the contract but at the latest: 20 (twenty) days before departure date for travels of more than six days; 7 (seven) days before departure date for travels between two and six days; 2 (two) days before departure date for travels of not more than two days;

Or

b) the tour operator is prevented from fulfilling the contract due to exceptional and unavoidable circumstances and informs the client of the termination of the contract without undue delay before departure date.

2. In this case, the tour operator shall refund any payments made by the client for the travel within 14 (fourteen) days at latest after the termination of the travel contract.
3. The client shall be informed about the termination in writing. Furthermore, the client has the option to accept another package travel of equal or higher quality without any additional costs instead of the refund of the price of the travel, should this option be given by the tour operator.
4. Guided tours are warranted for travels including at least 15 participants and of several days, one day and visits with a local guide as provided in the brochure.
5. For less than 15 participants the tour operator is entitled to adapt the vehicle type.
6. The tour operator is entitled to cancel a trip (even if warranted) in absence of any booking at the given deadline.

After departure date

Obligation of the tour operator and non-conformity of the travel arrangements

1. The tour operator is in charge of providing the travel arrangements as included in the travel contract, independently of the fact if such arrangements are to be provided by the tour operator or other service providers.
2. The client informs the tour operator as soon as possible of any non-conformity he noticed in the provision of the travel arrangements included in the travel contract.
3. If one of the travel arrangements is not provided in accordance with the package travel contract, the tour operator shall remedy such non-conformity, unless this is impossible or will cause disproportioned costs given the importance of the non-conformity and the price of the relevant travel arrangements.
4. In the event the tour operator does not remedy the non-conformity, the client may claim a reduction of the price of the travel and appropriate compensations as provided in these general terms and conditions.
5. Without prejudice of the exceptions listed under point 3, if the tour operator does not remedy the non-conformity within a reasonable time to be provided by the client, the latter may remedy himself and claim the refund of the pertaining costs from the tour operator.
6. In the event an important part of the travel arrangements cannot be provided as stated in the travel contract, the tour operator shall propose, without any additional costs for the client, other appropriate arrangements, if possible of equal or higher quality as those provided in the travel contract, for the rest of the trip, this also applies if the return to the departure point is not provided as agreed.
7. If the other proposed arrangements are of lesser quality as the one specified in the travel contract, the tour operator shall grant the client an appropriate price reduction.

8. The client may only refuse other arrangements proposed by the tour operator if they are not comparable to what was provided in the travel contract or if the price reduction is not appropriate.
9. In the event a non-conformity has a considerable impact on the travel and the tour operator does not remedy within a reasonable period of time determined by the client, the latter may terminate the package travel contract without cancellation costs and request, if applicable, a price reduction, a compensation or both.
10. Should it be impossible to propose other arrangements, or should the client refuse such other arrangements proposed pursuant to point 8, the client is entitled, if applicable, to a price reduction, a compensation or both also without termination of the travel contract.
11. If the travel includes the transport of passengers, the tour operator provides for the return trip with equivalent transport means without undue delay and additional costs for the client.
12. Should it be impossible because of exceptional and unavoidable circumstances to warrant the return of the client as provided in the travel contract, the tour operator shall bear the necessary accommodation costs, if possible in an equivalent category, for a maximum of 3 (three) nights per person. Should European legislation on the rights of passengers applicable to the relevant transport means provide longer periods of time, such longer periods of time will apply.
13. Cost limitation as provided under paragraph 12 does not apply to persons with reduced mobility, their attendants, pregnant women and non-attended minors nor to persons requiring special medical assistance provided the tour operator was informed of their special needs at least 48 hours before departure date.

Price reduction and compensation for the client due to the non-conformity of travel arrangements

1. The client is entitled to an appropriate price reduction for the full duration of the non-conformity of the travel arrangements unless the tour operator proves that the non-conformity was caused by the client.
2. The client is entitled to an appropriate compensation from the tour operator for any prejudice incurred because of the non-conformity of the arrangements provided. The compensation shall be made without undue delay.
3. The client is not entitled to any compensation if the tour operator proves that the non-conformity was caused by the client, a third party not involved in providing the travel arrangements included in the travel contract and is of unforeseeable or inevitable type due to exceptional and unavoidable circumstances.
4. The amount of the compensation is limited to 3 (three) times the total price of the travel. However, such limitation does not apply for physical damages or damages caused intentionally or by negligence of the tour operator.
5. The rights to a compensation or a price reduction as provided in the present article have no impact on the rights of the clients pursuant to other European regulations or international agreements. Clients can submit their claims under the present point or said regulations and international agreements. The compensation or the price reduction granted pursuant to the present point and the compensation or price reduction granted pursuant to these regulations and international agreements are set off against each other to avoid any over-compensation.

V. Liability of the tour operator

1. Liability of the tour operator

The tour operator is liable for the provision of the contractual arrangements in accordance with the travel contract, whether they are provided by the tour operator or other service providers.

However, the tour operator is not liable if he can prove that the non-performance or the incomplete performance of the contractual arrangements is due to a circumstance for which the client is liable or which was caused by the client or generated by an unforeseeable and unavoidable action of a third party with regard to the provision of the arrangements agreed in the travel contract or which is a case of force majeure.

The tour operator is not liable for guilty or illegal actions of hotel operators or other companies as well as their employees or agents, which would cause prejudice to the clients and their belongings.

The tour operator is not liable for any claims of the client with regard to such companies.

The tour operator is not liable in case of damages resulting from a cancellation of the travel or the stay due to unforeseeable circumstances such as war, riots, epidemics, sovereign decisions (closing of borders), natural disasters, damages, destruction of accommodation facilities, strike or other similar events. Additional costs generated by such circumstances are at charge of the client.

The tour operator is not liable for trips, round trips, visits and leisure activities that are not part of the travel programme. Participation in such events is at the risks of the clients.

The tour operator is not liable for hotel reservations and other arrangements, which were directly made by the client. The tour operator will not take in charge such reservations.

The tour operator will supply assistance to a client in difficulty by providing useful information on health facilities, local authorities and consulate services or by helping the client to establish long distance calls and find other travel arrangements. The tour operator is entitled to invoice such intervention on the basis of the actual costs incurred if the difficulty of the client was caused intentionally or by the client's negligence.

2. Liability limitation

The contractual liability of the tour operator is limited to three times the price of the travel, such limitation however does not apply to physical damages and damages caused intentionally or by negligence.

3. Claims

Any claims have to be submitted directly to the hotel operator or the local correspondent of the tour operator in writing and within 14 (fourteen) days after the end of the travel in order to be taken into consideration.

4. Exclusion of claims and limitation period

1. Any claims have to be submitted in writing within 14 (fourteen) days after the end of the travel provided in the contract at the registered office of the tour operator.
2. The limitation period for claims with regard to the booking and the travel is two years after the end of the travel provided in the contract.

VI. Miscellaneous

1. Currencies and formalities

Clients are requested to obtain the various currencies they need in the countries they are visiting.

Information regarding entrance formalities for travel participants have to be requested from the travel agent on the basis of the nationality of such participants.

The client is personally liable for the compliance with the provisions regarding visas, customs, currencies and health requirements. The client undertakes to not start the journey without being in the possession of valid identity papers and documents allowing him to cross the borders. If this is not the case any expenses incurred by the tour operator because of this will be at charge of the client. The client is requested to check the validity of his passport or identity card!

2. Luggage

For coach travels, each client is entitled to take one piece of luggage and a bag.

For air travels luggage transport whether free of charge or not is subject to the specific terms or the airline.

3. Vaccinations and health regulations

The client is requested to ask his doctor or the national health authorities about compulsory or recommended preventive measures such as vaccinations and prophylaxis. The tour operator is not liable for the negligence of the client with this regard.

Before departure the client has to check the validity of his European Health Insurance Card and, if applicable, be able to submit his cards of « Caisse Médicochirurgicale Mutualiste » and/or « Luxembourg Air Rescue » during the trip.

VII. Travel insurance and accommodation if the return trip is not possible

1. The prices provided in this brochure are without travel insurance. Each participant can take an individual travel insurance at the time of the booking. Relevant information is available from the travel agent.

2. In the event it is not possible to organize the return trip in due time because of exceptional and unavoidable circumstances, the tour operator will bear the accommodation costs, if possible in an equivalent category, for a maximum of three nights per person.

3. Should European legislation on the rights of passengers applicable to the relevant transport means provide longer periods of time, such longer periods of time will apply.

VIII. Financial guaranty and civil liability insurance of the tour operator

In accordance with Luxembourg Consumer Code, the arrangements of the tour operator are financially guaranteed by **Mutualité luxembourgeoise du tourisme**, société coopérative de caution mutuelle (trade register B 63569), with registered office 7 rue Alcide de Gasperi, L-1615 Luxembourg, tél. (+352) 439 444 700. Travellers may contact this entity or, where applicable, the competent



authority (Ministère de l'Économie, 19-21 boulevard Royal, L-2449 Luxembourg, tél. (+352) 247 74 700, e-mail: travel@eco.etat.lu) if services are denied because of S.L.A. s.a.'s insolvency.

The professional civil liability of the tour operator is covered by the insurance company AXA Assurances Luxembourg S.A. 1 Place de l'Étoile, L-1479 Luxembourg.

IX. General provisions

1. Any information corresponds to the status at the time of printing in July 2018. The tour operator is not liable for any printing errors.
2. The tour operator is entitled to change the prices, arrangements and programmes; this also applies in case of changes required by any printing errors.
3. Should some clauses be null and void, this has no impact on the rest of the travel contract, which shall remain in force.
4. The tour operator is not liable for the information contained in brochures published by third parties.

X. Jurisdiction

In case of dispute, the courts of Luxembourg have exclusive competence.

XI. The tour operator

S.L.A. s.a.

ZAE Robert Steichen
4, rue Laangwiss
L-4940 Bascharage

PO Box 39 L-4901 Bascharage

Tel.: 266 511 Fax: 266 51 4388
info@sales-lentz.lu

Internet: www.sales-lentz.lu

Company registration number LU 16358907
Luxembourg Trade Register number B49878