

# General terms and conditions

The terms and conditions of travel are an integral part of the contract, supplement the legal regulations for tour operators and regulate the legal relationship between the customer and the tour operator. They are, if legally effective agreed, part of the travel contract concluded between you (customer) and Bollig Tours (tour operator).

## 1. Completion of the travel contract

By registering for the tour the customer makes a binding offer to Bollig Tours to conclude the tour contract. The tour description (in the catalogue, flyer, website, internet) precedes this contractual declaration and contains essential features of the tour services as well as information relevant to the tour in question. Registration is possible by means of a registration form or free of form (in writing, electronically, orally or by telephone); the customer is bound to his offer for a maximum of ten days until receipt of the congruent acceptance of his travel registration. The customer undertakes to provide Bollig Tours with all required information (e.g. name according to passport) completely and correctly, both for the applicant and for his fellow travellers. On or immediately after completion of the contract Bollig Tours shall send the customer a travel confirmation on a durable data medium (e.g. by e-mail). Upon receipt of this travel confirmation the travel contract shall be bindingly completed. If the content of the tour confirmation differs from the registration, a new offer is made to which Bollig Tours is bound for a period of ten days. The contract shall be completed on the basis of the new offer if the customer confirms the new offer in writing within this period or expressly confirms acceptance of the amended contract or makes a deposit. Travel agents (travel agencies) or service partners (e.g. hotels) are not authorised by Bollig Tours to make agreements that deviate from the travel contract or the content of the tour description or these travel conditions or to make assurances that go beyond the content of the contract. Online bookings of Experience Tours: Bollig Tours points out that there is no right of withdrawal for online bookings of Experience Tours offered on the website. From the moment of booking ("Book now with obligation to pay" button) the cancellation conditions applicable to the respective Experience Tour shall apply. 2.

## 2. Contractual services and prices, reservation of the right to change services

The content of the contract results from the tour registration, the relevant tour description and the tour confirmation as well as any special agreements. If Bollig Tours compiles an individual itinerary, the scope of services shall be derived from this specifically compiled offer and the associated tour confirmation. Any "opportunity" or "possibility" mentioned in the tour description is not part of the agreed services and any associated costs are not included in the tour price. Unless otherwise stated, prices are per person. Applications for visas or similar documents, which Bollig Tours undertakes in accordance with the tour confirmation, are made on behalf of the customer (business administration). The granting of visas by the competent authorities is not part of the service obligation of Bollig Tours. In planning the tours Bollig Tours has taken into account and calculated the general conditions and their development as far as foreseeable. Sovereign measures, safety-relevant developments, natural and weather influences and changes to flight schedules may result in deviations from the original planning. Bollig Tours reserves the right to make any necessary changes resulting from this to a reasonable extent and shall endeavour to inform customers of such changes in good time on a permanent data medium (e.g. by e-mail). Insignificant, timely and duly notified reserved changes shall become part of the contract. In the event of significant changes Services which are arranged by Bollig Tours as third-party services and which have been separately selected by the client (e.g. rental cars, excursions, sub-

stitute tours) shall be expressly identified as third-party services in the tour description and tour confirmation, stating the contractual partner arranged. These clearly identified third-party services are not part of the package tour of the tour operator Bollig Tours.

## 3. Deposit, payment, customer money protection

**3.1** A deposit of 25% or the amount stated on the travel confirmation must be paid at the time of booking or at the latest on receipt of the travel confirmation. The balance is due 21 days before departure at the latest. In the case of bookings at short notice (up to four weeks before departure), the total price is due immediately. Without full payment of the total tour price there is no entitlement to provision of the tour service by Bollig Tours. The travel documents are usually sent approx. ten days before the start of the tour, but only after receipt of the full tour price. Insurance premiums shall be paid immediately after conclusion of the insurance.

**3.2** When booking Experience Tours, the total price is due immediately.

**3.3** Bollig Tours s.à.r.l. has taken out insolvency insurance with the Mutualité Luxembourgeoise du Tourisme. Travellers may contact this institution or, if necessary, the competent authority (Ministère de l'Économie, Direction générale PME, 19-21 Blvd. Royal, L-2449 Luxembourg, tel. (+352) 247-74700, e-mail travel@eco.etat.lu) if they are denied services due to the insolvency of Bollig Tours s.à.r.l..

## 4. Price changes after conclusion of the contract

In accordance with Article L.225-8 of the Consumer Protection Act, Bollig Tours shall be entitled to increase the confirmed tour price if the requested increase is the direct result of a) a change in the price of passenger transport after the conclusion of the contract due to higher costs for fuel or other energy sources, b) a change in taxes or other charges for agreed travel services (tourist taxes, airport or port charges as well as security charges in connection with transport, entry, residence and entrance fees, c) a change in the exchange rates applicable to the package tour in question. The customer may request a reduction in the tour price if the requested reduction results directly from a change in the items listed in sentence 1 after completion of the contract and this results in lower costs for Bollig Tours. Bollig Tours reserves the right to deduct the administrative costs possibly incurred as a result from the refund amount. Bollig Tours must give clear and comprehensible notice of such a price increase at the latest 21 days before the start of the tour, stating the reason for the increase, on a durable medium (e.g. by e-mail). Price increases from 20 days before the start of the tour are invalid. A price increase of up to 8% is unilaterally effective. In the event of a price increase of more than 8%, Bollig Tours may request the customer at the latest 21 days before the start of the tour to accept the price increase within a reasonable period or to withdraw from the contract free of charge. If the customer expressly accepts the offer or allows the deadline to expire, the price increase shall be deemed to have been accepted. In the event of withdrawal, he/she will immediately be refunded any payments already made.

## 5. Withdrawal by the customer, rebooking, replacement participant

The customer has the right to withdraw from the tour contract at any time before the start of the tour; the date of receipt of the declaration of withdrawal by Bollig Tours shall be decisive. The declaration of withdrawal must be made in writing on a durable data medium (e.g. by e-mail). A no-show will be treated as a withdrawal. The right to withdraw free of charge only exists if a) there is a price increase of more than 8% (see clause 4), b) there is a significant change to an essential component of the tour, c) the performance of the package tour or the transport of persons to its destination is significantly impaired due to extraordinary circumstances at the destination or in its immediate vicinity.

Otherwise, the customer's withdrawal (cancellation) shall entail a claim for compensation. The customer reserves the right to prove that no damage or a lesser damage has been incurred. Based on the total tour price, the **cancellation costs** are as follows (unless other provisions apply in individual contracts, e.g. for tours with boat trips lasting several days or for special event tours): For cancellations up to 65 days before departure, 15% of the total price.

Cancellation from 64 days to 35 days before departure: 35% of the total price.

Cancellation from 34 days to 15 days before departure 65% of the total price

Cancellation from 14 days to 7 days before departure 90% of the total price

Cancellation 6 days or more before departure: 100% of the total price

On the day of departure and in case of no-show: 100% of the total price. Issued flight/train/entrance tickets/theatre tickets etc., insurances, visas: 100%. Different cancellation deadlines and costs apply for one-day Experience Tours. Bollig Tours will point these out in advance of the contract for the respective Experience Tour so that the customer is clearly informed of this before the "booking subject to payment".

**5.1 Transfer of contract:** in accordance with Article L.225-7 of the Luxembourg Consumer Code, the client may, within a reasonable period of time but not later than seven days before the start of the tour, request that a third party who fulfils all the conditions applicable to this contract) take his place (including all rights and obligations). Bollig Tours may object to this if the third party does not meet the special tour requirements or if legal regulations or official orders conflict with this. In the event of transfer of the contract, the original traveller and the substitute participant shall be liable for the tour price and the additional costs arising from the transfer of the contract. Bollig Tours must clearly define the costs for this transfer of contract.

**5.2 Rebookings** (e.g. of travel date, destination, accommodation, type of transport or fare, booking class for air travel) are in principle only possible by withdrawal from the travel contract (cancellation) and simultaneous new booking, subject to availability of the services. In the case of minor changes, BolligTours may charge a processing fee of at least € 50.00 (per person).

**5.3 If additional costs are incurred for contractually agreed services** due to circumstances for which the customer is responsible without contributory fault on the part of Bollig Tours during the preparation or implementation of the tour (e.g. due to a change in flight ticket for which a charge is made due to incorrect or incomplete name details provided by the customer), Bollig Tours may demand that the customer reimburse these. Bollig Tours may charge a processing fee of at least €50.00 (per person) for the additional expense.

**5.4** If a customer does not make use of individual travel services duly offered by Bollig Tours due to early return, illness or other reasons expressly attributable to the customer, the customer shall not be entitled to a pro rata refund of the tour price.

## 6. Reservation of cancellation in case of minimum number of participants

If the minimum number of participants specified in the tour description or in the other content of the tour contract is not reached, Bollig Tours may withdraw from the tour contract no later than 21 days before the start of the tour (in the case of one-day trips and Experience Tours no later than 2 days before) and cancel the tour. The minimum number of participants for optional excursions and activities is stated in the tour description or in the other content of the tour contract and may differ from the minimum number of participants specified for the tour. Bollig Tours may withdraw from the tour contract and cancel the tour if Bollig Tours is prevented from fulfilling the contract due to extraordinary

and unavoidable circumstances. In this case Bollig Tours must inform the customers immediately.

#### **7. Cancellation of the travel contract due to special circumstances, duty of the traveller to cooperate**

Bollig Tours may, before the start of the tour and during the tour, exclude the customer from taking part in the tour in whole or in part for good cause and terminate the tour contract without notice if the customer's participation in the tour is unreasonable for Bollig Tours due to the customer's sphere of influence. This may be the case in particular if the tour is permanently disrupted or endangered by the customer and this is not remedied or cannot be remedied even after a warning. Tour guides and tour leaders employed by Bollig Tours are authorised to make the necessary declarations in this context.

#### **8. Liability of Bollig Tours**

The contractual liability of Bollig Tours for damage other than bodily injury shall be limited to three times the tour price, insofar as damage was not culpably caused by Bollig Tours or one of its vicarious agents. The liability of Bollig Tours for damages in tort shall be limited to three times the tour price of the customer for damages that exceed € 4100.00 and are not bodily injuries, insofar as this is not based on intent or gross negligence. Bollig Tours shall not be liable for disruptions to services, personal injury and material damage in connection with services arranged as third-party services (e.g. rental cars, excursions, substitute travel) if these services are expressly identified as third-party services in the tour description and tour confirmation, stating the contractual partner arranged, in such a clear manner that they are recognisable to the traveller as not being part of the organiser's package tour and have been selected separately. Further limitations of liability may arise from international conventions (e.g. Montreal Convention) or statutory provisions based on such conventions.

#### **9. Obligations and rights of the traveller in the event of a defective journey**

9.1 If the tour is not provided in accordance with the contract, the client may demand redress. The defect must be notified to Bollig Tours or the Bollig Tours tour guide on site without delay (L.225-11 paragraph 2 of the Luxembourg Consumer Code). Bollig Tours recommends a written notice of defects. If the remedy requires disproportionate effort, Bollig Tours has the right to refuse the remedy. If Bollig Tours does not provide remedy within a reasonable period determined by the customer, the latter may provide remedy himself and demand compensation for necessary expenses. The setting of a deadline is not necessary if Bollig Tours refuses remedy or if immediate remedy is required by a special interest of the customer. For the duration of a service that is not in accordance with the contract, the customer may assert a claim for reduction of the tour price (abatement). In addition, there may be claims for damages. All of the aforementioned claims shall lapse if the customer culpably fails to report the defect immediately and no remedy can therefore be provided.

9.2 Duty to minimise damage: The customer is obliged to keep the damage caused to him/her as low as possible in the event of service disruptions.

9.3 Damage, loss or delay of checked-in luggage (in the case of air travel) should be reported to the operating airline immediately in accordance with air freight regulations, at the latest seven days (21 days in the case of delayed luggage) after the damage has been ascertained. However, Bollig Tours recommends to report the damage immediately at the airport and to inform the tour guide or the local tour guide accordingly.

9.4 In the event of dissatisfaction with the handling of a complaint/complaint, the customer has the right to contact the "Commission Luxembourgeoise des Litiges de Voyages" (CLLV, Luxembourg Commission for Travel Disputes, 55 rue des Bruyères, L-1274 Howald, Tel. (+352) 49 60 22-205, Fax (+352) 49 49 57. For disputes in connection with online bookings, Bollig Tours refers to the EU platform for online dispute resolution <http://ec.europa.odr>.

#### **10. Limitation of actions**

Contractual claims of the customer due to non-contractual provision of travel services shall become statute-barred after two years. The limitation period shall commence on the day on which the tour was to end in accordance with the contract.

#### **11. Operating air carrier**

EU Regulation No. 2111/2005 of 14.12.2005 obliges tour operators, travel agents and intermediaries of contracts of carriage to inform customers of the identity of each operating air carrier prior to the corresponding contractual air carriage, as soon as this is known. If this is not yet the case at the time of booking, Bollig Tours must name the airline that is likely to operate the flight. As soon as Bollig Tours has knowledge of which airline will operate the booked flight, Bollig Tours must inform the customer accordingly. This also applies to a subsequent change of airline. A list (Community list) of unsafe airlines with flight bans in the EU can be found, for example, on the following website: [https://transport.ec.europa.eu/transport-themes/eu-air-safety-list\\_en](https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en)

#### **12. Passport, visa and health regulations**

Bollig Tours informs the customers in advance of the contract about regulations regarding passport (or identity card), visa regulations and legally required vaccinations, including the approximate deadlines for obtaining visas). In the event of any changes, Bollig Tours shall inform the booked customers in good time before the start of the tour. Unless otherwise stated at the time of booking, Bollig Tours assumes that customers are of Luxembourg nationality. In the event of other nationalities or dual nationality, Bollig Tours requests notification at the time of booking (and later immediate information in the event of changes). The customer is responsible for obtaining and carrying the travel documents required by the authorities, any vaccinations required and for complying with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations (e.g. travel cancellation costs) shall be borne by the customer unless Bollig Tours has provided no, insufficient or incorrect information. Bollig Tours shall not be liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the customer has commissioned Bollig Tours with the application for visas, unless Bollig Tours has culpably breached its obligations and is responsible for the resulting delay.

#### **13. Restricted mobility**

On its tours Bollig Tours uses various means of transport such as buses, boats or jeeps and stays in different types of accommodation ranging from tented camps to 5\* hotels, with different standards worldwide. Bollig Tours asks for your understanding that neither the Bollig Tours tour guides nor local tour leaders can take on additional assistance tasks. The majority of the tours offered by Bollig Tours are therefore not suitable for guests with mobility impairments. If this is the case, please indicate the nature of your mobility impairment before booking and clarify with us whether we can meet your individual needs.

#### **14. Insurances**

Bollig Tours strongly recommends that you take out appropriate travel insurance (trip cancellation/interruption insurance, health and baggage insurance, Covid-19 supplementary insurance cover). When booking your trip, Bollig Tours will be happy to help you take out the appropriate insurance. Travel insurance must be taken out at least 30 days before the start of the trip. For bookings made at shorter notice of less than 30 days before the start of the trip, the insurance must be taken out directly at the time of booking, at the latest on the third day after booking.

#### **15. Assistance**

Bollig Tours shall provide the customer with appropriate assistance (in accordance with Article L.225-14 of the Luxembourg Consumer Protection Law) if the customer is in difficulty during the booked tour. With the travel documents, the customer will receive a telephone number as well as details of the local contact point and the contact details of Bollig Tours. However, if the difficulties are caused by the customer himself, Bollig Tours reserves the right to charge the costs of assistance.

#### **16. Data protection**

Bollig Tours processes customer data for the preparation of offers, travel implementation, contract implementation and customer support in accordance with the European Data Protection Regulation (DSGVO EU 2016/679). This also means that Bollig Tours processes, archives and - if necessary - passes on data to third parties (service agents, local partners, subcontractors, also outside the EU). The data will be

stored for the duration of the contract, but at least in accordance with the legal provisions. To exercise your rights to information, correction, deletion, restriction of processing and data portability, a brief communication to [info@bollig-tours.lu](mailto:info@bollig-tours.lu) is sufficient. Bollig Tours draws your attention to the right of appeal to the data protection supervisory authority (Article 77 DSGVO).

#### **17. Other**

Luxembourg and EU law shall apply. The place of jurisdiction is the registered office of Bollig Tours. Bollig Tours reserves the right to make printing errors, changes to the programme/hotel and flight times as well as changes to the advertised airline in its tour descriptions (catalogue, flyer, website, internet). Changes in this respect shall be communicated to the customer by Bollig Tours in a clear, comprehensible and prominent manner before conclusion of the contract. Bollig Tours reserves the right to amend these General Terms and Conditions. These changes are only binding if they have been communicated to the customer in writing before the conclusion of the travel contract. The invalidity of individual provisions of the travel contract or these General Terms and Conditions shall not affect any other provisions. Verbal agreements are invalid. The use of photos published by Bollig Tours (on the website, in social media, flyers, catalogues, etc.) is not permitted, nor may texts published by Bollig Tours be copied (not even in part), as in both cases third-party rights could also be infringed. Seat reservations are always non-binding and subject to change by the operating airline.

#### **Tour operator**

Bollig Tours s.à.r.l.  
121 rte. de Luxembourg, L-6562 Echternach  
Telephone +352 7297221, Fax +352 728158  
E-mail: [info@bollig-tours.lu](mailto:info@bollig-tours.lu)  
Registered office: 62 rue Alferweiher,  
L-6412 Echternach  
Managing Director: Frank Schilling  
Register no. B104999  
EU-VAT LU17159188

Status 25.03.2022