

General Terms and Conditions and Travel Information

General Terms and Conditions of HLX Touristik GmbH

for travel agency services via the Lufthansa Holidays sales brand:

1. contractual relations, liability

"Lufthansa Holidays" is a sales brand of the company HLX Touristik GmbH (hereinafter referred to as "HLX"), Augustaplatz 8, 76530 Baden-Baden. The booking confirmation establishes a contract for the selected travel services between the tour operator or service provider named in the booking documents and the Lufthansa Holidays customer through the agency of HLX. The travel agent HLX does not perform the confirmed services. HLX is consequently not liable if the services arranged by it are defective or not provided. 2.

2 Cancellation, contract rescheduling and trip interruption

2.1.1 Withdrawal

Withdrawal may be effected by express declaration or conclusive behaviour (e.g. by non-fulfilment of payment agreements). The amount of the cancellation compensation depends on the booked service, the time of receipt of the cancellation declaration and the General Terms and Conditions of the respective service provider. For reasons of documentation of the receipt of the cancellation request, we strongly recommend a written cancellation by e-mail to service.lhh@hlx.com. HLX will be happy to answer any questions you may have.

2.1.2 The cancellation conditions of the respective service provider are decisive for the amount of the cancellation costs. With the exception of cancellations of package tours, HLX charges a processing fee of EUR 35 per travel service and per affected travel participant in addition to the cancellation costs of the respective service provider to compensate for its own additional expenses incurred as a result.

2.1.3 Any payment transaction fee collected shall be excluded from reimbursement after cancellation.

2.2 Rebooking of the contract with another traveller

If the Tour Operator does not object to a rebooking to a substitute traveller, HLX will arrange for the change request to be carried out and will charge a processing fee of EUR 35 per change and affected traveller for its own additional expenses. This also applies to other change requests after the booking has been made with which the service provider agrees.

2.3 Trip interruption

As a rule, the GTC of the service providers do not provide for any claim to reimbursement of costs in the event of interruption of the trip. We therefore recommend that you take out travel interruption insurance, or better still an insurance package.

3. data protection

Please refer to our data protection declaration at <https://www.lufthansaholidays.com/de-de/Datenschutz>.

4. travel insurance

We strongly recommend taking out travel cancellation insurance as well as insurance to cover assistance or including repatriation in the event of accident, illness or death.

5. legal information on online dispute resolution and consumer arbitration

5.1 At <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&Ing=DE>, the European Commission provides a platform for the online settlement of consumer disputes. HLX does not currently participate in this voluntary procedure for alternative dispute resolution. The European online dispute resolution platform can therefore not be used by our customers.

5.2 According to the law, we are also obliged to point out that the following consumer arbitration boards exist in Germany and Austria:

Germany: general consumer arbitration board of the Zentrum für Schlichtung e.V., Straßburger Str. 8, 77694 Kehl, phone: 07851/7957940, fax: 07851/7957941, www.verbraucher-schlichter.de / e-mail: mail@verbraucher-schlichter.de;

Austria: Verbraucherschlichtung Austria, Mariahilfer Str. 103/1/18, A-1060 Vienna, telephone: 01890/631122, fax: 01890/631199, www.verbraucherschlichtung.at, e-mail: office@verbraucherschlichtung.at.

However, HLX does not currently participate in dispute resolution proceedings before consumer arbitration boards either.

6. final provisions

Should any provision of the brokerage contract be or become invalid, this shall not affect the validity of the remaining conditions or the validity of the brokerage relationship as a whole.

As of: 18/01/2022

General Terms and Conditions of holidays.ch GmbH

for the organisation of package tours arranged by HLX:

1 Conclusion of the package tour contract

1.1 By making a booking via the internet portal of the sales brand Lufthansa Holidays of HLX Touristik GmbH, you make a binding offer to the tour operator to conclude a package tour contract. The contract is concluded upon acceptance by the tour operator holidays.ch GmbH, Kohlfirststraße 19, 78266 Büsingen am Hochrhein/Germany. Upon or immediately after conclusion of the contract, you will receive a booking confirmation from the travel agent which contains all essential information about the booked travel services.

1.2 If the confirmation differs from the booking, it is to be understood as a new offer by the tour operator. The traveller can accept the new offer by declaration or also by conclusive behaviour, such as payment of the balance or commencement of travel.

2. payment

2.1 In order to be able to offer you the most attractive holiday offers, the tour operator often uses special air fares where the air fare has to be paid to the airline immediately after booking, irrespective of the actual flight. When booking a package tour more than 28 days before departure, a deposit of 25% of the tour price is therefore charged. The difference between the deposit paid and the agreed payment (balance) must be paid 28 days before the start of the trip. In the case of bookings made at shorter notice (maximum 28 days before the start of the tour), the tour price is due for payment in full immediately after receipt of the booking confirmation.

2.2 If due payments are not made or not made in full, the tour operator is entitled to withdraw from the contract and demand reimbursement of the costs arising from the booking and cancellation in accordance with his general terms and conditions.

2.3 Foreign bank accounts or foreign credit cards will only be accepted with the prior written or, in exceptional cases, (remote) oral consent of the respective account or card holder.

2.4 If a direct debit agreed upon at the time of booking ends in a chargeback due to the fault of the account or payment card holder, the associated additional costs shall be charged on. These include in particular the fees charged by the bank or credit card company as well as a further EUR 10 per chargeback to cover the additional expense incurred. A processing fee will also be charged if, in the case of an agreed payment by bank transfer, payments due are not made and measures become necessary.

3. limitation of liability, external services

3.1 The Tour Operator's contractual liability for damage which is not bodily injury and which was not culpably caused is limited to three times the tour price.

3.2 The Tour Operator is not liable for disruptions or defects that occur in services that are not owed according to the content of the travel contract (third-party services). This applies in particular to additional programmes at the destination. 4.

4. General passport and visa requirements and health regulations

You will be informed about general passport and visa requirements of the destination country, including the approximate deadlines for obtaining visas, as well as health formalities. The traveller is responsible for complying with travel formalities, including obtaining the necessary entry documents.

5. Withdrawal, transfer of the contract to another traveller and other changes to the contract

5.1 If the traveller withdraws from the tour before the start of the tour or does not start the tour, the tour operator loses the claim to the tour price. The parties agree on the following cancellation fees:

In the event of cancellation up to 14 days before the start of the tour, the tour operator shall retain an amount in excess of EUR 50.00 as a cancellation flat rate. Any travel price paid will be refunded less this deposit. From the 13th day before departure, the traveller will be charged 90% of the tour price and on the day of departure 95% of the tour price. The traveller is entitled to prove that a lesser loss has been incurred.

5.2 Additional costs incurred in the event of a permissible contract transfer to a substitute traveller (namechange) will be stated to you on request.

5.3 With the exception of the legally regulated right to a contract transfer, both parties are bound by the contractual agreement. Other contractual changes at the request of the traveller are only possible with the consent of the tour operator. With regard to any additional costs incurred in this respect, 5.2 shall apply mutatis mutandis.

6. identity of the operating air carrier

In accordance with EU Regulation No. 2111/05, the identity of the operating air carrier shall be disclosed at the time of booking. If there is a change of operating air carrier after booking, this will be communicated to the passengers concerned as soon as it becomes known. The list of air carriers subject to an operating ban in the EU can be viewed at https://ec.europa.eu/transport/sites/transport/files/air-safety-list_en.pdf.

7. final provisions

Should any provision of the package travel contract be or become invalid, this shall not affect the validity of the remaining conditions or the validity of the package travel relationship as a whole.

As of: 18/01/2022

General travel information

a. Tour operators and travel agents regularly have no influence on airlines' decisions to operate flights. In particular, changes to departure and arrival times, routing and the aircraft to be used cannot be ruled out at short notice. From time to time, other airlines may be commissioned to operate flights. The following applies: HLX informs passengers of the identity of the operating airline at the time of booking in accordance with EU Regulation No. 2111/05. If there is a change of the operating air carrier after booking, the passengers affected by this change will be informed immediately after becoming aware of it. The list of air carriers subject to an operating ban in the EU can be found at https://ec.europa.eu/transport/sites/transport/files/air-safety-list_en.pdf.

b. Please note that the personal details on your flight documents and booking confirmation must match the details on your identity card.

c. Entitlement to carriage is only for the confirmed flights.

d. Check-in times vary. For specific times, please call the service telephone number or visit the website of the transporting airline. Check-in usually begins about 120 minutes before departure. Passengers should therefore arrive at the counter at least 90 minutes before departure. Particularly for non-European destinations, however, check-in sometimes begins considerably earlier and the counter often closes 120 minutes before departure. Please note: Late arrival is considered a "no-show". If the outward flight is not taken, this often results in the cancellation of the return flight. The same applies to failure to confirm the return flight as required by some airlines. If flights are not used, airlines regularly retain the fare in full. However, if you wish, HLX will be happy to refund any taxes and airport charges not incurred on your behalf for a processing fee of EUR 35.

e. Since cancellations and delays in train traffic cannot be ruled out, we strongly recommend that you choose a train connection for your journey to the airport which, according to the railway timetable, guarantees arrival at the check-in desk at the departure airport at least 3 hours before departure and, in addition, that your arrival (see above) is guaranteed in good time, if necessary with the help of an alternative train connection.

f. Baggage allowances vary according to airline, route and fare. You can find out more about permitted luggage and hand luggage, special luggage and excess luggage, the obligation to register and other useful information on the subject of luggage transport on the website of the

transporting airline or on the service hotline of the transporting airline. The following generally applies: medication, keys, important documents and valuables belong in hand luggage. Violations of this can lead to an exclusion of liability by the airline and tour operator in the event of damage.

g. Damage to and loss of baggage must be reported immediately to the airline itself or its handling agent at the destination airport and a damage report (P.I.R.) must be recorded as proof of this. In the event of damage to/loss of luggage, any action shall be excluded if the person entitled does not notify the Carrier in writing immediately after discovery of the damage, but in any case no later than seven days after receipt of the luggage in the case of international journeys. The same applies to the delayed delivery of baggage with the proviso that this notification must be made immediately, but in any case no later than 21 days after delivery of the baggage. The notification must be in writing and must be sent within the aforementioned time limits.

h. The age limits or the point in time when a person is classified as an infant or child vary from airline to airline. Therefore, please check with the airline directly or with your booking agent about the regulations that apply to you. In most cases, infants are carried from the age of 6 weeks at the earliest and travel on the lap of their legal guardian. They are not entitled to their own seat and free baggage allowance unless they have their own non-discounted booking.

From the age of 2 years, children occupy their own seat. Children under 14 years of age will only be carried if accompanied by a person of at least 16 years of age who assumes responsibility for them. Children and adolescents under 16 years of age will only be carried if they are accompanied by a declaration of consent from their legal guardian. In Spain and France, children and adolescents under the age of 18 must present a completed authorisation form from their legal guardians in order to leave their home country. It is the passenger's responsibility to carry the required documentation.

i. Conditions of carriage for pregnant women vary from airline to airline. Therefore, please contact the airline directly for information. In most cases, air carriage is refused from the 28th week of pregnancy onwards.

j. On the day of arrival, the booked hotel room is only available from the official check-in time of the respective hotel (usually 14:00 hrs local time). On the day of departure, the official check-out time of the respective hotel (usually 10:00 a.m. local time) must be observed.

k. Other countries, other customs: Please note that some hotels offer 2 single beds or so-called queen-size or king-size beds instead of the classic double bed. The tour operator has no influence on this.

l. It is strongly recommended to keep valuables such as cash and jewellery, but also travel documents and electronic devices safely locked in a room or hotel safe.

As of: 28/06/2016