

# Mein Luxus

## General Terms and Conditions

### 1. Area of Application

These General Terms and Conditions (GTCs) govern the contractual relationship between you as Customer (Customer) and Mein Luxus (MNL).

The GTCs apply to a booking made through any of the distribution channels which MNL currently operates (footnote 1) and then only when it comprises an all-inclusive travel package put together by MNL for the end-user according to Article 1 of the all-inclusive travel law (booking of a pre-configured travel package, see footnote 2). In cases where the Customer only books individual travel components (flight, hotel, rental car etc.) and/or personally combines these into a package and books them, or the package is compiled by a third party, MNL acts only as an agent for the services of the third party and is not the contractual partner and is therefore not liable for the correct execution of the order.

### 2. Conclusion of Contract

If the Customer books a travel package as defined by the all-inclusive travel law (see article 1 above) through one of the Sales Channels operated by MNL, this forms a request to enter into an all-inclusive travel contract. The Customer's request is binding for the 7 working days during which MNL must provide written confirmation of the booking and the contract comes into effect only from the date of that written confirmation and only within the limits of that confirmation. If the offer from MNL differs from the Customer's request, this is considered an offer by MNL and MNL is bound to it for 7 working days. The contract becomes valid on this new basis if the Customer declares his agreement within this time. Payment by the Customer is also considered to be acceptance of the contract. MNL is entitled to decline a request for a booking within 72 hours without giving any reason.

The booking confirmation by MNL, these GTCs and all instructions from MNL for undertaking the journey form the content of the contract concluded between the Customer and MNL.

### **3. Prices**

Subject to article 5 below, the price charged to the Customer consists of the overall price advised before payment is made and confirmed by the Customer, which includes all charges, taxes and surcharges. The total price depends on the individual design of the travel package and may therefore vary from examples on MNL internet sites. Unless otherwise stated, prices for individual arrangements are in Swiss francs and include Swiss VAT.

### **4. Booking Fees**

MNL is entitled to charge a booking fee. The effective amount of the booking fee will be advised to the Customer during the booking procedure before payment confirmation. In addition postage and/or other charges may apply for the services of suppliers or third parties etc. These costs will also be advised before a credit card is charged.

### **5. Payment Conditions**

For certain kind of bookings (especially hotels) a credit card is needed for guaranteeing purposes and the Customer is paying directly at the hotel. Within the booking process the Customer is informed about this procedure. In all other cases payment for the journey is due at the time of booking. As long as the Customer has not paid, MNL has the right to refuse service and/or may terminate the contract without notice.

The Customer may choose to make payment with a credit card according to MNL guidelines. MNL is entitled to pass on to the Customer all charges made to it by the credit card company arising from the use of the credit card. The Customer will be advised of relevant surcharges before the payment confirmation. Invoicing is only possible in exceptional circumstances and at the discretion of MNL .

## **6. Confirmation and Travel Documents**

Confirmation of a booking is made electronically. Where, after the current technical development of the MNL internet sites, or because of the requirements of third parties, paper tickets have to be issued, these will be sent separately to the Customer by post or some other appropriate means and the Customer will be charged the additional postage or courier costs. If the Customer has not received all travel documents, either electronic or paper, at the latest 5 working days before departure, he must report this immediately. If the Customer fails to report this, this is deemed to be a cancellation of the journey for which the Customer is financially liable and MNL cannot be held responsible for the journey not being undertaken (see 9.2 below).

Bookings made 3 working days or less before departure are subject to an express handling fee (min. CHF 20.-). MNL is not liable for delayed delivery by third party postal or courier services.

## **7. Price Increases and other changes made by MNL**

Unavoidable changes to, or deviations from, individual travel arrangements by MNL are permissible if they arise after conclusion of the contract and are made in good faith and do not affect the overall character of the journey. Permissible changes include changes to the itinerary, last minute alteration to flight times, as well as changes of aircraft type or airline and other changes covered in these GTCs.

MNL reserves the right to increase published prices, after a contract has been concluded, in the following circumstances:

- A fare change by the transport company (e.g. fuel surcharge)
- Newly introduced or increased obligatory fees or taxes (e.g. increased port or airport taxes)
- A change in currency conversion rates

In the event that MNL is obliged to alter the price of a journey for any of the above reasons, MNL will inform the Customer of the price increase by email at least 15 working days (see footnote 3) before the date of departure and at the same time is entitled to directly charge up to 10% of the original price of the booked journey to the Customer's credit card.

If the price increase is more than 10% of the original price of the journey booked by the Customer and if MNL does not offer the Customer an alternative of equal value as per article 11.1.7 below, the Customer has the right to withdraw from the journey within 5 days at no charge. The Customer must inform MNL of the cancellation of the contract by registered letter, or by email which is only sufficient if it is reconfirmed by MNL. In such cases, MNL will reimburse all payments already made.

## **8. Cancellation by MNL**

The all-inclusive packages offered by MNL may be based on a minimum number of participants. If this number is not reached, MNL can cancel the package by email up to three weeks before the date of departure at the latest. MNL also reserves the right to cancel bookings for reasons outside its control, e.g. refusal or withdrawal of landing rights, act of God, act of nature, war, civil unrest, strike etc. MNL will make every effort to inform the Customer of this as soon as possible.

If MNL cancels the booking, the contract is annulled and in this instance MNL will refund all payments made. MNL may also offer the Customer an alternative of equal value. MNL accepts no further liability beyond this.

## **9. Change of booking and Cancellation by the Customer**

The Customer is permitted to change or cancel a reservation only under exceptional circumstances and will incur all resulting costs mentioned under article 9.2. Any cancellation or change of booking by the Customer must be made by registered letter or email. Notification by email is only sufficient if it is reconfirmed by MNL. Notification is only considered effective when MNL is in receipt of all relevant information such as name and address of the person travelling, the booking number and the date of travel, as well as the precise reason and any relevant medical certificates, etc. Relevant information or assurance by the tour guide or any other person not employed by MNL will not be recognized.

Cancellation or rebooking of the following services are excluded:

- Flights
  
- Events

### **9.1. Handling Fee**

MNL is entitled to charge the Customer a handling fee of a minimum of CHF 60.- per person and a maximum of CHF 120.- per booking for processing a cancellation or change of a booking. Additionally, MNL can make booking changes dependent on payment of the fees charged by individual service suppliers such as airlines, hotels etc. MNL is entitled to directly debit these additional costs and the processing fee to the Customer's credit card.

### **9.2. Cancellation Charges**

Only in exceptional circumstances will MNL waive a cancellation fee. This can particularly apply in the case of an online hotel booking where the Customer has been notified by the hotel of the latest date the booking may be cancelled without charge. In all other cases of cancellation by the Customer MNL will, in addition to the handling fee (see article 9.1 above), charge a cancellation fee in percentage of the package price, based on the following cancellation deadline before commencement of travel:

Time of cancellation (see footnote 4)	Charge to Customer
Cancellation > 30 days before date of travel	full refund, only handling fee (CHF 60.- per person, max. CHF 120.-) payable.
Cancellation 30 to 15 days before date of travel	20% of the package price payable, but at least a handling fee (CHF 60.- per person, max. CHF 120.-)
Cancellation 14 to 8 days before date of travel	50% of package price to be paid
Cancellation 7 to 1 day before date of travel	80% of package price to be paid
Cancellation < 1 day before date of travel	100% of package price to be paid

### **9.3. Cancellation Protection**

#### **9.3.1. Conclusion of an Insurance Contract**

We highly recommend concluding a cancellation costs insurance if you do not already have an insurance with high enough coverage. This insurance is payable as a supplement to the holiday package.

#### **9.3.2. Insurance Protection**

Insurance protection equals the General Terms and Insurance Conditions of MNL which are provided together with the travel documents at the time of conclusion of the contract. In case of a holiday cancellation through the Customer, the insurance premium remains due. The insurance coverage assistance (coverage during the journey) is not included but can be offered through a third party insurance company on request.

### **9.4. Reduced Bookings**

If a number of people have booked a journey or all-inclusive package and one or more of these people cannot participate in the journey (reduced booking) then this reduction counts as a cancellation for the non-participating person or persons and the reduced booking will incur the charge of a processing fee and cancellation costs for the non-participating person(s), article 9.2.

#### **9.5. Replacement Person**

If someone is unable to travel, they may provide a replacement under the following conditions:

- The replacement person must be willing to undertake the booked journey under the same conditions
- The other service suppliers (hotels, airlines, railways etc) accept the change unconditionally
- The replacement person fulfils all travel requirements (passport, visa, vaccination regulations)
- There is no legal or official ruling against participation by the replacement person.

MNL may charge a processing fee and other costs referred to in article 9.1 for the participation of the replacement person and may debit the Customer's credit card. Any settlement between the Customer and the replacement person is a matter for the Customer. For these purposes MNL views the Customer and the replacement as the same person.

## **10. Passport and Visa Requirements / Health Formalities**

The Customer should contact the embassy or consulate of the relevant destination for detailed information regarding valid passport and visa requirements as well as health formalities.

## **11. Liability**

### **11.1. General**

MNL is liable only within the limits of these GTCs and only insofar as MNL has not offered the Customer an alternative solution of equal value according to article 11.1.7. Furthermore, liability on the part of MNL exists only to the extent that damages were predominately caused by MNL or their service suppliers (hotel, rail company etc). MNL is not liable under any circumstances for collateral damages. The maximum of MNL's liability for non-person damages is twice the net all-inclusive package price.

#### **11.1.1. Program Change**

MNL does not accept liability for changes to the program resulting from delayed flights or strikes. MNL is also not liable for program changes as a result of uncontrollable natural occurrences or acts of God (including high or low water for boat journeys), official directives or delays by third parties.

#### **11.1.2. Locally Booked Events and Excursions**

MNL bears no liability for damages resulting from or in association with excursions or events booked locally by the Customer during the journey. This also applies where the relevant documentation was available at the local agency or was otherwise given to the Customer by the local tour guide.



### **11.1.3. Accidents and Illness**

MNL accepts liability for direct damages for death, bodily injury or illness during a journey in the event of culpability by MNL or a business (hotel etc) contracted by MNL. Damages incurred as per 11.1.2 above are specifically excluded. In the event of death, bodily injury or illness in connection with air transport or the use of transport companies (rail, ship, bus etc), the extent of claims for damages is limited to the amounts specified in relevant international agreements or national law. MNL has no further liability in these cases.

### **11.1.4. Information for Air Passengers**

Travel on international air transport is governed by the rules of the Montreal Convention and the Warsaw Agreement. This includes liability in the event of death or bodily injury to passengers, delay to passengers and/or their baggage, and destruction, loss or damage of the baggage. Which directive will apply and under which conditions depends on which states have signed and ratified the directive.

### **11.1.5. Damages**

MNL accepts liability for theft and loss during a booked journey in the event that a company contracted by MNL is at fault. In each case the liability is for the direct damage but the amount is limited to a maximum of twice the net travel cost of the person affected. In the event of damage or loss in connection with air travel or the use of transport companies (rail, ship, bus etc) the extent of claims for damages is limited to the amounts specified in relevant international agreements or national law. MNL has no further liability in these cases.

### **11.1.6. Adequate Alternative**

If it is not possible for MNL to provide the journey as offered and booked, they will attempt – without liability – to provide an adequate alternative adhering, as far as possible, to the objective purpose or character of the original journey. An adequate alternative would be, among others, a different hotel room category, a destination of equal value or another hotel of equal value.

#### **11.1.7. Complaints**

If the Customer has grounds for complaint during the journey, these must be communicated immediately to the MNL representative or the service provider. In addition, the Customer is obliged to do everything possible to help to eliminate/correct the problem and limit the possible damage. This is a necessary precondition for any later claim for damages but also, in most cases, facilitates remedying the situation. If the intervention of the Customer does not achieve an acceptable solution, the Customer must request written confirmation of the complaint and its cause from the tour leader or the service supplier. (For the consequences of non-compliance, see article 11.1.9 below). In event of theft or other criminal acts a written report by the local police must be obtained and attached. The local representative/service supplier is not authorised to recognise any kind of claim or reasons that could lead to compensation for damages.

#### **11.1.8. Compensations**

Any claim for compensation, together with written confirmation from the local MNL representation or the service supplier, respectively possible police statements, must be received in writing by MNL in Zurich not later than 4 weeks after the agreed date of the end of the journey. If these conditions are not met all demands for compensation expire.

#### **11.1.9. Statute of Limitations**

The statute of limitations for possible compensation claims is one year after the agreed return journey. Compensation claims cannot be assigned.

#### **11.1.10. Breakup of the Holiday**

If the journey must be ended prematurely for reasons caused by the Customer, MNL is not obliged to make a refund.

#### **11.1.11. Passport, Visa and Immigration Requirements**

MNL accepts no responsibility for denial of entry because of a missing or refused visa. The Customer is personally responsible for compliance with mandatory passport, visa, customs, currency and health regulations.

#### **11.1.13. Air Travel**

The flight offerings of MNL on their internet sites include travel with aircraft of scheduled airlines as well as special flight schedules with aircraft of Swiss and foreign companies. If not otherwise stated, prices are for flights in economy class. Published flight schedules, airlines, connections and aircraft type may be subject to change. If two or more tickets are issued to the passenger, MNL is not responsible for ensuring the minimum connecting time.

#### **11.1.14. Sporting Opportunities**

Sporting opportunities are basically offered by third parties over which MNL has little or no influence. MNL can therefore not guarantee that the described sport can be carried out at all times and without restrictions. Any Customer who is particularly interested in a specific sport should request written confirmation before departure that it is possible to participate in the relevant sport to the desired degree during the holiday. The Customer is responsible for ensuring any necessary medical certificate, equipment or qualifications.

#### **11.1.15. Cultural Events**

It is essential to order tickets for cultural events in good time. MNL charges a booking fee, according to the event organiser, of a minimum of CHF 30.00. Ordered tickets may not be returned and entry to events cannot be cancelled. Booking of all-inclusive packages cannot be dependent on acquiring the tickets for an event. Entry tickets can only be booked in conjunction with an all-inclusive package. Ticket prices are usually higher than the price printed on them as ticket agencies charge a commission.

## **12. Change of the General Conditions of the Contract and Travel Terms**

MNL reserves itself the right to change the present AVRB without previous announcement any time.

## **13. Copyright**

The entire contents of the MNL internet sites as well as its logo and the online appearances of MNL as well as of third party suppliers are protected by copyright. In using MNL internet sites, the user has no rights to the contents, software, an incorporated brand or any other element of the MNL internet site. It is forbidden to reproduce or use the MNL internet sites and the logos therein for public or commercial use without the previous written consent of MNL .

## **14. Not an offer**

Information and opinions published on MNL internet sites represent neither incitement nor encouragement to buy, nor are they offering or selling travel, nor are they an incitement or encouragement to engage in any other transactions. They solely provide information for the Customer for the purpose of booking a journey.

## **15. Operation of the Internet Sites**

MNL makes every effort to be comprehensive and topical in the compilation and updating of information on its internet sites. But MNL and its contracted partners offer no guarantee (including liability towards third parties) that information publicised on MNL internet sites is accurate, up-to-date or complete.

MNL also takes no responsibility for and gives no guarantee that the function of the internet sites is not interrupted or problem-free, that problems are solved immediately, or that sites or the relevant server is free of viruses or other damaging elements. MNL

also is not liable for mistakes, breakdown of bookings and non-transmission of messages due to user mistake. It is specifically forbidden to use MNL internet sites for tests or other purposes. Also expressly forbidden is the misuse of MNL internet sites as well as unauthorised entry into the MNL database. For control purposes, MNL stores internet protocol numbers (IP) in special protocols and reserves the right to take legal measures against misuse.

## **16. Right to Make Changes**

All information, performance and other displays, links and other messages may be altered at any time without prior warning or explanation to the user.

## **17. Travel Description**

Travel descriptions and the display of facilities including hotel grounds, distances and views, buildings in close proximity and similar are naturally liable to change and are by their nature subjective. The Customer is therefore warned that pictures of hotels, facilities and their surroundings may be different at the time of departure or booking and that MNL has no influence over building work, the source of emissions etc. near the place of stay and therefore makes no guarantee. MNL also has no influence on the composition of the guests, reservations in restaurants, opportunities for sports and events etc. at destinations, the language spoken and local customs, the quality of service and the food on offer. MNL therefore accepts no liability for the aforementioned groups of circumstances.

## **18. Connected Internet Sites**

When accessing a link the Customer may possibly leave the MNL internet site. MNL has not checked the content of the internet sites of third parties and assumes no responsibility for their information, opinions and content and especially any offers they may contain.

## **19. Use of Email**

Transmission of emails via open networks is unprotected and can be intercepted, read and altered by third parties. Even when the sender and recipient are in Switzerland, it is possible that emails are transmitted regularly and uncontrolled over the borders. In addition to the content, the sender and recipient are identifiable and therefore it is possible to connect back to an existing connection to MNL . This applies also to emails that are used for communication with MNL (e.g. while using the internet sites and the e-services of MNL ). MNL is hereby authorised to send the Customer emails. MNL is in no way liable for damages incurred through the use of emails or from the non- or late execution of instructions given by email. These regulations will also be valid for future forms of unprotected means of communications that are comparable in their function and risk situation. Communication to postal addresses, including email addresses, supplied by the Customer or used by the Customer in contacting MNL , are considered duly delivered. Delivery of emails is calculated at the time it was sent by MNL . Unless proven to the contrary, delivery by post is assumed to be two days in Switzerland and four days abroad from the date of sending from a Swiss post office.

## **20. Validity of the General Terms and Conditions**

The invalidity of one or more of the stipulations of these GTCs does not affect the validity of the remaining stipulations. The valid stipulations remain in force. Invalid stipulations should be replaced by a stipulation of equal value that reflects the economic purpose of the invalid stipulation.

## **21. Legal Jurisdiction**

The contract between the Customer and MNL , including the question of the outcome and the validity of the contract, is governed solely by Swiss law. The sole place of legislation for any dispute is the city in which the head office of MNL is located.

## 22. Telephone numbers and email address of MNL

For calls: +41 (0)44 516 74 74 Mon – Fri (from 9am to 5pm)

Email address: [info@meinluxus.ch](mailto:info@meinluxus.ch)

### Footnotes:

1) As of 1st January 2024 This includes among others (but not exclusively) the MNL call centre and the internet sites [www.meinluxus.ch](http://www.meinluxus.ch) etc.

2) The term 'all-inclusive travel' is used as defined by the Swiss Federal Law on all-inclusive travel of 18th June 1993 (SR944.3). According to article 1, paragraph 1, an all-inclusive arrangement is a pre-determined combination of at least two of the following services when this combination is offered at an overall price and lasts more than 24 hours or includes an overnight stay: a. transport, b. accommodation, c. other tourism services that are not supplementary services to transport or accommodation and which comprise a substantial part of the overall product.

3) Public holidays valid at the location of the MNL head office apply.

4) The day of travel is not included. The calculation is based on the day of receipt of the cancellation.