

# DLW

*Die Luxushotels Weltweit*  
Hotelreservierung weltweit

Kapellenkamp 7  
D-23569 Lübeck  
GERMANY

DLW - Die Luxushotels Weltweit GmbH  
Kapellenkamp 7, D- 23569 Lübeck, Germany

Tel. +49 (0) 451 39 69 470  
Fax. +49 (0) 451 39 68 757

General Terms and Conditions (AGB) - (as of April 2020)

DLW Die Luxushotels weltweit GmbH Hotelreservierungen weltweit  
DLW Luxury hotels worldwide Ltd. Hotel reservations worldwide

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The following provisions, insofar as they have been effectively agreed, are the content of the package tour contract between you and us (hereinafter referred to as "travel contract"). They supplement and fill in the legal provisions of §§ 651a - y BGB (Civil Code) and Articles 250 and 252 of the EGBGB (Introductory Act to the BGB).

Deviations in the respective travel advertisement as well as individual agreements have priority over these travel conditions.

## 1. Conclusion of the travel contract / obligation for fellow travelers

1.1. The following applies to all booking channels (e.g. in a travel agency, directly from the organizer, by telephone, online etc.):

a) This offer is based on our travel advertisement and our additional information for the respective trip, insofar as this is available to you when booking. Travel agents and service providers (e.g. hotels, transport companies) are not authorized to make agreements, provide information or make assurances that change the agreed content of the travel contract, go beyond the contractually agreed services or conflict with the travel advertisement. Local and hotel brochures that are not published by us are not binding for our obligation to perform, unless they have been made the content of the travel contract by agreement with you.

b) You are responsible for all contractual obligations of travelers for whom you make the booking, as for your own, insofar as you have accepted this obligation by express and separate declaration.

c) If the content of our travel confirmation differs from the content of the booking, there is a new offer to which we are bound for a period of ten days. The contract is concluded on the basis of this new offer, insofar as we have pointed out the change to the new offer and fulfilled our pre-contractual information obligations and you declare acceptance by express declaration or deposit within the binding period.

d) The pre-contractual information provided by us on essential characteristics of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (in accordance with Article 250 § 3 number 1, 3 to 5 and 7 EGBGB) do not form part of the travel contract if this is expressly agreed between the parties.

1.2. For the booking, which is made verbally, by phone, in writing, by email, SMS or fax, the following applies:

a) With the booking (travel registration) you offer us a binding conclusion of the travel contract.

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b) The contract comes into existence upon receipt of our travel confirmation.

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Upon or immediately after the conclusion of the contract, we will send you a travel confirmation in accordance with the legal requirements on a durable medium (which enables you to keep the declaration unchanged or to save it in such a way that it is accessible to you within a reasonable period of time, e.g. on paper or by email), unless you are entitled to a paper travel confirmation in accordance with Art. 250 § 6 Paragraph 1 Clause 2 EGBGB, because the contract was concluded in the physical presence of both parties or outside of business premises.

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1.3. For bookings in electronic business (e.g. internet, app, telemedia) the following applies to the conclusion of the contract:

- a) The process of electronic booking is explained in the corresponding application.
- b) To correct your entries, to delete or to reset the entire booking form, you have a corresponding correction option available, the use of which is explained.
- c) The contractual languages offered for the implementation of the electronic booking are specified.
- d) As far as we save the contract text, you will be informed about it and the possibility to call up the contract text later.
- e) By pressing the button (the button "book with payment" or with a comparable wording, you offer us a binding conclusion of the travel contract.
- f) We will immediately confirm receipt of your travel registration electronically (confirmation of receipt).
- g) The transmission of the travel registration by clicking the button does not give you any right to conclude a contract.
- h) The contract comes into effect as soon as you have received our travel confirmation on a durable medium. If the travel confirmation is issued immediately after pressing the button "book with payment" by displaying the travel confirmation directly on the screen, the travel contract is concluded by displaying this travel confirmation. In this case, no intermediate notification of receipt of the booking in accordance with letter f) above is required insofar as you are offered the option of saving on a permanent data medium and printing out the travel confirmation. However, the binding nature of the travel contract does not depend on the fact that you actually use these options for storage or printing.

1.4. We would like to point out that according to the legal provisions of §§ 312 ff. BGB, there is no right of withdrawal for the travel services offered that were concluded in distance selling (in particular letters, telephone calls, fax copies, emails, SMS as well as telemedia and online services), but only the statutory right of withdrawal and termination, in particular the right of withdrawal according to § 651h BGB. A right of withdrawal exists, however, if the contract for travel services according to § 651a BGB has been concluded outside of business premises, unless the oral negotiations on which the conclusion of the contract is based have been carried out on the consumer's prior request; in the latter case there is no right of withdrawal.

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## 2. Payment / travel documents

2.1. We and travel agents may only request or accept payments for the travel price before the end of the trip if there is an effective customer money protection contract and the security certificate with the name and contact details of the customer money insurer has been given to you in a clear, understandable and highlighted manner. After conclusion of the contract, a deposit of 20% of the travel price is due upon delivery of the security certificate. The remaining payment is due 28 days before the start of the trip, provided the security certificate has been handed over and our right of withdrawal can no longer be exercised for the reason stated in Section 7. For specific travel services (e.g. for some special flight rates), earlier due dates may arise from the travel announcements.

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2.2. When paying by credit card, your account will be debited automatically on the respective dates.

2.3. Do not make the down payment and / or the final payment in accordance with the agreed due dates, although we are ready and able to provide the contractual services properly, have fulfilled our legal information obligations and there is no statutory or contractual right of retention in your favor. We have the right to withdraw from the travel contract after issuing a warning and to charge you with cancellation costs in accordance with section 4.2 sentences 2 to 4.5.

2.4. The travel documents are generally created about 21 days before the start of the trip, or within 24 hours for short-term bookings if necessary. The travel documents are usually sent by email or in printed form to your travel agent, through whom you have booked the travel services, or to you directly if agreed.

In the case of short-term flight bookings, a deposit of the travel documents at the booked departure airport can be agreed. These will be handed over after payment at the airport. A processing fee of EUR 15 per transaction is charged for the additional work involved.

For extraordinary events, such as The Olympic Games also apply:

After conclusion of the contract, a higher deposit of up to 50% of the travel price may become due upon delivery of a security certificate.

## 3. Service changes before the start of the trip

3.1. Deviations of essential characteristics of travel services from the agreed content of the travel contract, which become necessary after the conclusion of the contract and which we have not brought about in good faith, are permitted to us before the start of the trip, insofar as the deviations are insignificant and do not affect the overall layout of the trip.

3.2. We are obliged to inform you about changes in performance immediately, after knowing the reason for the change, on a durable medium (e.g. also by email, SMS or voice message) in a clear, understandable and highlighted manner.

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### 3.3. In the event of a significant change in an essential property of a travel service

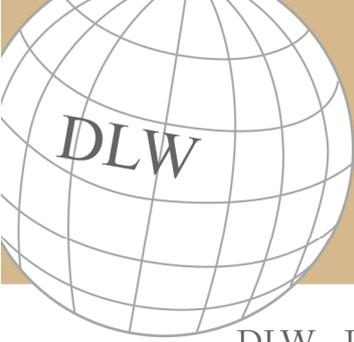
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or a deviation from your particular requirements that have become the content of the travel contract, you are entitled to do so within a reasonable period set by us at the same time as you notify the change

- either accept the change
- or withdraw from the travel contract free of charge
- or to request a replacement trip if we have offered such a trip.

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You can choose to respond to our notification or not.

If there is no or no timely response to us, the notified change is considered accepted. We point this out to you in the declaration in accordance with Section 3.2.

Otherwise, you can either agree to the contract change, request participation in a replacement trip, if one has been offered to you, or withdraw from the contract free of charge.

3.4. Any warranty claims remain unaffected insofar as the changed services are defective. If we had lower costs for the implementation of the changed trip or replacement trip with an equivalent quality, you will be reimbursed the difference in accordance with Section 651m (2) BGB.

4. Cancellation by the customer before the start of the trip / cancellation costs

4.1 You can withdraw from the travel contract at any time before the start of the trip. The withdrawal must be declared to us. If the trip was booked through a travel agent, the cancellation can also be declared to the latter. We recommend that you declare your withdrawal on a durable medium.

4.2. If you cancel before the start of the trip or do not start the trip, we will lose the right to the travel price. Instead, we can request appropriate compensation if the cancellation is not our responsibility or if exceptional circumstances occur at the destination or in its immediate vicinity that significantly impair the execution of the trip or the transportation of people to the destination; Circumstances are inevitable and exceptional if they are not under our control and the consequences could not have been avoided if all reasonable precautions had been taken.

4.3 We have calculated the amount of the compensation as a lump sum, taking into account the period between the cancellation notice and the start of the trip, as well as taking into account the expected savings in expenses and the expected acquisition through other uses of the travel services. Please refer to paragraph 18 of these travel conditions for the flat-rate compensation.

4.4. In any case, you are entitled to provide proof that the appropriate compensation to which we are entitled is considerably lower than the required flat-rate compensation.

4.5. We reserve the right to request a higher, individually calculated compensation instead of the aforementioned compensation flat rates, provided that we can prove that we incurred significantly higher expenses than the applicable compensation flat rate. In this case, we are obliged to quantify and justify the required compensation taking into account the saved expenses and less what we acquire through other use of the travel services.

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4.6. If we are obliged to reimburse the travel price as a result of a cancellation,

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we will pay immediately, but in any case within 14 days after receipt of the cancellation notice.

## 5. Rebookings / replacement participants

5.1. After the contract has been concluded, you are not entitled to any changes, in particular with regard to the travel date, the travel destination, the place of departure, the accommodation or the mode of transport (rebooking). If, at your request, a rebooking should still be carried out - if possible - we generally incur the same costs as if you resigned. We therefore have to charge you the costs in the same amount as they would have resulted at the time of rebooking for a cancellation. In the case of other, minor changes, however, we only charge a processing fee of EUR 30. In this respect, you are allowed to prove that the compensation we are entitled to is considerably lower than the processing fee required.

This does not apply if the rebooking is necessary because we have not given you any insufficient or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB; In this case, the rebooking is possible free of charge.

5.2. Your statutory right, in accordance with Section 651e of the German Civil Code (BGB), to request from us on a permanent data medium that a third party instead of you assumes the rights and obligations arising from the travel contract remains unaffected by the above conditions. Such a declaration is in any case timely if we receive it 7 days before the start of the trip.

## 6. Unused service

If you do not take individual travel services that we were willing and able to provide in accordance with the contract for reasons that are attributable to you, you are not entitled to a proportional reimbursement of the travel price. This does not apply if such reasons gave you the legal right to withdraw free of charge or to cancel the travel contract. We will endeavor to reimburse the expenses saved by the service providers. This obligation does not apply if the expenses are completely negligible.

## 7. Withdrawal due to failure to reach the minimum number of participants (for groups of minimum 25 persons)

7.1. We can withdraw from the travel contract up to 28 days before the start of the trip if an advertised or officially specified minimum number of participants is not reached, if the minimum number of participants in the travel advertisement is indicated and this number and the specified time by which you must have received the cancellation notice before the contractually agreed start of the trip the travel confirmation. In any case, we are obliged to inform you of this immediately after the prerequisite for the failure to carry out the trip and to send you the cancellation notice as soon as possible. If it can be seen earlier that the minimum number of participants cannot be reached, we will inform you.

7.2. If the trip is not carried out for this reason, we will reimburse your payments on the travel price immediately, but in any case within 14 days after receipt of the cancellation notice.

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### 7.3. Cancellation by individual customers

Up to 3 months before the start of the trip, there is a processing fee of 50 euros per person.

Up to 2 months before the start of the trip, a processing fee of 100 euros p.p. at

Up to 6 weeks before the start of the trip 20% of the travel price

Up to 4 weeks before the start of the trip 30% of the travel price

Up to 2 weeks before the start of the trip 50% of the travel price

Up to 1 week before arrival date 70%

In the last week before the start of the trip 90% of the total package price.

NO-SHOW: 100% of the travel price

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### 8. Termination for behavioral reasons

We can withdraw from the travel contract or terminate the travel contract without observing a deadline after the start of the trip if you, despite our warning, permanently disrupt the execution of the trip or if you act contrary to the contract to such an extent that the immediate cancellation of the contract is justified. This does not apply if the behavior contrary to the contract is based on a violation of our own information obligations. If we cancel, we retain the right to the travel price; however, we must allow the value of the saved expenses and any advantages that we obtain from any other use of the services not used, including the amounts that may be reimbursed to us by the service providers.

### 9. Withdrawal from the travel contract due to unavoidable, exceptional circumstances

In this respect, reference is made - in extracts - to the legal regulation in the German Civil Code, which reads as follows:

"§ 651h withdrawal before the start of the trip

(1) Before the start of the trip, the traveler can withdraw from the contract at any time. If the traveler withdraws from the contract, the tour operator loses the right to the agreed travel price. However, the tour operator can request reasonable compensation.

(2) Notwithstanding paragraph 1 sentence 3, the tour operator cannot claim compensation if unavoidable, exceptional circumstances occur at the destination or in its immediate vicinity which significantly impair the implementation of the package tour or the transport of people to the destination.

Circumstances are inevitable and exceptional within the meaning of this subtitle, if they are not under the control of the party which invokes them and their consequences could not have been avoided if all reasonable precautions had been taken.

(3) The tour operator can withdraw from the contract before the start of the trip in the following cases:

2. the tour operator is prevented from fulfilling the contract due to unavoidable, exceptional circumstances; in this case, he must declare the withdrawal immediately after becoming aware of the reason for the withdrawal. If the tour operator withdraws from the contract, he loses the right to the agreed travel price.

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(4) If the tour operator is obliged to reimburse the travel price as a result of a withdrawal,

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he must pay immediately, but in any case within 14 days after the withdrawal. "

## 10. Obligations of the traveler to cooperate

### 10.1. Travel documents

Please inform us or the travel agent through whom you have booked the travel services in good time if you have not received the necessary travel documents within the specified deadlines.

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### 10.2. Notification of defects / request for remedy

If the trip is not rendered free of travel defects, you can request remedy.

This requires - without prejudice to our primary obligation to perform - your participation. You are therefore obliged to do everything that is reasonable for you to help remedy the fault and to minimize any damage that may occur or to avoid it altogether. Insofar as we were unable to remedy the situation as a result of a culpable failure to notify the defect, you are not entitled to claims for reduction according to § 651m BGB or claims for damages according to § 651n BGB. You are obliged to immediately notify our local representative of your notice of defects. If a local representative is not available and is not contractually owed, we must be made aware of any travel deficiencies using the contact details below or the contact point provided; The travel confirmation and / or travel documents provide information about the availability of our local representative or contact point.

In any case, please provide the process / travel number, travel destination and travel dates specified in the travel documents.

However, you can also notify the travel agent through whom you booked the travel services of the notice of defects. Our local representative is instructed to provide remedial action where possible. However, he is not authorized to recognize claims.

### 10.3. Setting a deadline before termination

If you want to terminate the travel contract due to a lack of travel of the type described in § 651i (2) BGB, insofar as it is significant, according to § 651l BGB, you have to set us a reasonable period of time to remedy the situation. This does not apply only if we refuse to remedy the situation or if immediate remedial action is necessary.

### 10.4. Baggage damage and baggage delay when traveling by air; special rules and deadlines to request remedial action

(a) We would like to point out that baggage loss, damage and delay in connection with air travel in accordance with the aviation regulations must be reported to the responsible airline immediately on site by means of a damage report ("P.I.R."). Airlines and tour operators can refuse reimbursements based on international agreements if the damage report has not been completed. In the event of baggage damage, the notification of damage must be made within 7 days, in the case of delay within 21 days, after delivery.

(b) In addition, the loss, damage or misdirection of luggage must be reported to us, our local representative or contact point or the travel agent immediately.

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## 11. Limitation of liability

11.1. Our contractual liability for damage that is not physical damage and has not been culpably caused is limited to three times the travel price.

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11.2. Our tortious liability for damage that is not bodily harm or sexual self-determination and was not culpably caused is limited to three times the travel price.

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11.3. The restrictions do not affect any claims that may go beyond the requirements in paragraphs 11.1 and 11.2 according to international agreements or such statutory provisions.

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11.4. We are not liable for service disruptions, personal injury or property damage in connection with travel services that are only brokered as external services (e.g. arranged excursions, sporting events, theater visits, exhibitions) if these services are expressly stated in the travel advertisement and the travel confirmation, stating the Identity and address of the brokered contractual partner have been clearly identified as external services so that you can see that they are not part of our travel services and have been selected separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected.

However, we are liable if and insofar as your damage was caused by a violation of information, information or organizational obligations.

## 12. Assertion of claims: addressee, information on consumer dispute resolution

12.1. You must assert claims against us in accordance with Section 651i (3) No. 2 - 7 BGB. The assertion can also be made through the travel agent if the travel services were booked through this travel agent. Assertion on a durable medium is recommended.

12.2. We point out that we do not participate in a voluntary consumer dispute resolution. We refer to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr> for all travel contracts concluded in electronic legal transactions.

## 13. Notice regarding the liability of carriers of passengers at sea in the event of an accident

The carrier's liability for the carriage of passengers by sea is subject to the death or personal injury of passengers, the loss or damage of luggage, the loss or damage of valuables, and passengers with reduced mobility in the event of loss or damage of mobility aids or other special equipment Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents For more information on the applicable provisions and rights of the traveler based on this regulation, please send an email to [info@luxuryhotels-wroldwide.com](mailto:info@luxuryhotels-wroldwide.com) / subject: accident liability.

## 14. Obligation to provide information on the identity of the operating air carrier

Due to the EU regulation on informing passengers about the identity of the operating airline, we are obliged to inform you when booking about the identity of the operating airline and all flight transport services to be provided as part of the booked trip. If the operating airline has not yet been determined at the time of booking, we are obliged to name the airline or airlines that will or will probably operate the flight. As soon as we know

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Sparkasse Holstein  
IBAN: DE20213522400135855278  
Swift/BIC: NOLA DE 21 HOL

Bürozeiten: Mo. - Do.: 10.00 h - 12.00 h  
Office times: Mo - Thurs: 10.00 h - 12.00 h



# DLW

*Die Luxushotels Weltweit*

Hotelreservierung weltweit

Kapellenkamp 7  
D-23569 Lübeck  
GERMANY

DLW - Die Luxushotels Weltweit GmbH  
Kapellenkamp 7, D- 23569 Lübeck, Germany

Tel. +49 (0) 451 39 69 470  
Fax. +49 (0) 451 39 68 757

which airline will operate the flight, we will let you know. If the operating airline mentioned above changes, we will inform you immediately about the change.

The list of airlines with an EU operating ban (Community List, formerly the "Black List") can be found on the following website:

[https://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_de.html](https://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.html)

[www.die-luxushotels-weltweit.de](http://www.die-luxushotels-weltweit.de)  
[www.luxuryhotels-worldwide.com](http://www.luxuryhotels-worldwide.com)  
[www.hotelreservierung-weltweit.com](http://www.hotelreservierung-weltweit.com)  
[www.hotelreservations-worldwide.com](http://www.hotelreservations-worldwide.com)

[kontakt@die-luxushotels-weltweit.eu](mailto:kontakt@die-luxushotels-weltweit.eu)  
[contact@luxuryhotels-worldwide.com](mailto:contact@luxuryhotels-worldwide.com)

## 15. Passport, Visa and Health Regulations

15.1. We will inform you / the traveler about general passport and visa requirements as well as health-related formalities in the country of destination, including the approximate deadlines for obtaining visas that may be required before the contract is concluded and any changes that may be made before the start of the trip.

15.2. You are solely responsible for obtaining and carrying the necessary travel documents, any necessary vaccinations and compliance with customs and currency regulations. Disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs are at your expense. This does not apply if we have culpably not, insufficiently or incorrectly informed you.

15.3. We are not liable for the timely issue and access of necessary visas by the respective diplomatic mission, even if you have instructed us to provide them, unless we have culpably violated our own obligations.

## 16. Travel protection (travel cancellation insurance, etc.)

Please note that the travel prices mentioned in this catalog do not include travel cancellation insurance (cancellation costs insurance and travel interruption insurance). If you cancel your trip before the start of the trip, cancellation costs will arise. If the trip is interrupted, additional return travel and other additional costs may arise. We therefore recommend that you take out the special all-round carefree protection from Hanse Merkur Insurance Hamburg ([https://secure.hmr.v.de/rvw-ba/initBa.jsp?baid=1&adnr=4258802&locale=en\\_GB](https://secure.hmr.v.de/rvw-ba/initBa.jsp?baid=1&adnr=4258802&locale=en_GB)). In addition to travel cancellation insurance, it includes comprehensive travel protection with an emergency call service around the clock.

## 17. Data protection

When you book, we collect personal data that is necessary for the fulfillment and implementation of the travel contract. This data is stored electronically by us, processed and - insofar as it is necessary for the purpose of the contract - to third parties, e.g. Service providers such as hotels and airlines transmitted.

If you provide your email address when booking your trip, we will use it to inform you about comparable travel offers from our company. If you do not wish to receive information, you can object to this use at any time without incurring any costs other than the transmission costs according to the basic tariffs. We will point this out to you each time you use your email address for this purpose. Alternatively, you can object to receiving emails when you make your booking.

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