

# 旅遊及責任細則

## 報名手續

1. 報名時須持有效之旅行證件，及簽證所需證明文件。(旅行證件有效期須不少於六個月，由回程出境日起計及必須有足夠的空白頁數，以備蓋上出入境印或必要入境簽證。
2. 報名時請客人繳交訂金，以作保留客位之用。金額如下：
  - A. 乘坐經濟客位每位港幣壹萬元起。
  - B. 乘坐商務客位每位港幣叁萬元。
3. 餘款須於出發前 45 個工作天全部繳清。逾期未清繳費用者，公司有權將其訂位取消，已付之訂金概不發還。參加者不得將訂金轉與他人，或轉用於其他出發日期。農曆新年期間所有團別及聖誕節歐團，餘款須於出發前 45 個工作天全部繳清。
4. 任何遲報名者如於起程前 15 個工作天內繳費，則須以現金或銀行本票支付。農曆新年期間所有團別遲報名者需於起程前 20 個工作天內繳費。
5. 「本公司」保留接受報名與否之最終權利。如有任何旅遊諮詢，請電 2541 8813 或 2781 1900 或 2572 0329。
6. 顧客參加「本公司」之各線旅行團，必須自行選擇購買適當的旅遊保險；顧客有責任及必須閱讀和理解保單內的條款細則，及應確保符合保單上的條款及條件。如於旅行團出發日期 14 天前未能提供旅遊保險資料者，「本公司」將取消相關訂位，並從所繳團費中扣除因取消訂位而支付的費用。

## 費用包括

**機票**——來回經濟客位團體機票

**酒店**——行程內所列或同級酒店，以二人一房為原則

- 若三位成人要求共佔一房，只能安排雙人房另加床，每位團友之收費與成人收費(佔半房計)相同。
- 十二歲以下與父母同房的小童，如欲加床，另行收費以酒店為準。

**交通工具**——採用空調調節豪華遊覽巴士及旅程表內所列之各式交通工具

**膳食**——照行程表內所載之每日早、午、晚膳。

**節目**——照行程表內所載之各項遊覽節目。

**導遊**——華籍專業領隊隨團出發。(人數須 15 人)，如人數不足，本公司將安排當地導遊接待。價目如有更改，不再另行通知。

**小賬**——當地酒店行李服務員(每人一件為準)及餐廳侍應

**行李**——每人存行李一件，以不超過 20 公斤(44 磅)為限，規格以不逾 29×20×10 吋為準。而手提行李只限每人一件，不大於 9×14×22 吋為準。

香港旅遊業議會(TIC)印花翠明假期遵照旅遊業議會指示，所有團費已包括 0.15% 之印花費，為團友帶來可靠保障：

1. 旅遊業議會基金——顧客因旅行社破產或挾款潛逃而未能如期隨團旅遊者，可申請團費九成之特惠補償。
2. 旅行團意外緊急基金計劃——為參加旅行團外遊因意外弄至傷亡之人仕，提供經濟援助。此計劃並非取代保險；團友應自行購買保險，以求全面保障。若客人沒有購買任何旅遊保險，如遇到旅行社不能控制之特殊情況如交通延誤、天災、戰爭、政治動盪、天氣惡劣、颱風、交通工具發生技術問題、工業行動、罷工、證件或財物遺失等。而引致之額外支出或損失，客人需自行承擔有關團費。如欲查詢有關旅行團意外緊急援助基金計劃之資料，請致電旅遊業賠償基金管理委員會秘書處。電話熱線：3151 7945。為確保以上權益，請團友保留已蓋有 TIC 印花之旅行團收據正本，以作突發事故之意外或保險索償用途。

## 費用不包括

1. 各類保險——如旅行保險、醫療或行李等保險、旅遊證件、各國入境簽證及針痘紙費用。
2. 機場乘客稅及各類稅項。(如有調整必須於出發前繳付)。
3. 服務費。(包括當地導遊、司機及華籍領隊)(注意：一團價團別已包各地所有機場稅及免收服務費，敬請留意。)
4. 在非本公司所能控制之情況下，如因私人、颱風、

- 罷工及交通延誤而引致之額外支出。
- 行李超越規格或超重之費用。
- 私人費用如洗衣、電話、電報、汽水、酒類等。
- 行程內的自費節目。(客人可自行決定是否參加)

## 臨時取消及退款辦法

1. 顧客因任何理由而選擇取消旅行團「本公司」均會按以下方法扣款：所有取消的要求應以書面提出(不包括出發日及通知日)，如以電話或電子郵件方式提出，將不被接納。由出發日期起計算不足 45 天前取消訂位者，按照下列章程扣除費用：(歐洲、國度行程書之團別)注意：選乘商務客位除外，請參閱價目表後細則及本公司網站 [www.charmingholidays.com.hk](http://www.charmingholidays.com.hk) 內之最新版本的細則及責任條款。
  - I. 由出發日起計算 45 天前取消訂位者，扣除港幣壹萬元正。
  - II. 由出發日起計算 35 天至 44 天內取消訂位者，扣除團費百分之五十。
  - III. 由出發日起計算 22 天至 34 天內取消訂位者，扣除團費百分之七十五。
  - IV. 選乘商務客位訂位者：
    - A. 由出發日期起計算 45 天前取消訂位，扣除港幣叁萬元。
    - B. 由出發日期起計算 22 天至 44 天內取消訂位者，扣除團費百分之七十五。
  - V. 如於出發前 21 天內或行程中退出者，作自動放棄所有權利論，所繳之一切費用概不發還。(農曆新年期間如出發前 35 天內或行程中退出者，作自動放棄所有權利論，所繳之一切費用概不發還。)
2. 除經「本公司」之特別同意及安排，如顧客自行更改由其他人仕代為參團，「本公司」或其委託機構之職員有權取消其隨團資格，而無須發還任何團費，而該人仕在隨團期間之保險、責任賠償、行為後果等均由該人仕自行承擔。
3. 顧客如在旅途中突然退出或不參予任何團隊活動(如膳食、觀光或住宿)，均當作放棄論，所繳費用概不發還。
4. 凡顧客更改旅遊目的地或日期，均當作取消論。
5. 如團員因自行辦理簽證不獲批准，或在辦理申請時因未能提供足夠資料而延誤，因而未能如期獲發有效簽證，一概根據以上退款辦法處理。
6. 「本公司」根據香港旅遊業議會關於『會員因迫不得已理由而取消旅行團』的第二百零三號指引，旅行社如因『迫不得已理由』，取消旅行團，處理團員退還款項可以收取該指引列明的手續費及處票費(如適用)；詳情請瀏覽香港旅遊業議會網站([www.tichk.org](http://www.tichk.org))。

## 錢行茶會

出發前，翠明假期將設錢行茶會款待團友，向各團友先行介紹各地風光名勝，並解答一切有關預備遠行之問題。

## 特殊情況及責任問題

1. 在本公司所不能控制之特殊情況下，如戰爭、政治動盪、天災、惡劣天氣、交通工具發生技術問題、罷工和工業行動等，本公司有權在啟程前或出發後取消或替換任何一項旅遊項目，亦有權縮短或延長旅程。對此所引致之額外費用或損失，概與本公司及其代理人絕無干涉，團員不得藉故反對或退出。
2. 若於旅行團出發前，因上述理由更改某項目而引致經營成本減少，則會於七個工作天內退還與減低成本比例之款項。若旅行團出發後因上述理由更改項目而引致經營成本增加，本公司有權徵收額外費用。但若更改項目後引致經營成本減低，則會於旅行團返港後一個月內退還與減低成本比例之款項。
3. 旅行團所採用之團體機票/船票，必須跟團往返，如客人停留，本公司當盡力為客人代訂延期返港之機位/船位，但不論機位/船位確定與否，客人不得藉故反對或退出。
4. 行程中所安排之機票/船票/車票/酒店或觀光項目，均屬團體訂位，一經在香港確認及訂購後，未能使用者不論在任何情況下，概不退回任何款項。團員須遵守各國政府之條例，嚴禁攜帶違禁品，違例者須自行負責。

6. 本公司代團員安排之交通工具(如飛機、輪船、火車或巴士等)、住宿、膳食、旅遊觀光點或娛樂項目，均由本公司擁有、管理或操作。所有由本公司代團員作出之上述安排，或代上述服務機構單位簽發之任何票券、交換文件、收據、合約或票據等，乃按照上述服務機構單位預先擬定的規則條款簽發。團員如遇交通延誤、行李損失、意外傷亡及財物損失等，該向擁有、管理或操作有關交通工具、酒店、食肆、旅遊點或娛樂項目之機構直接交涉或追討賠償，本公司概不對該等遺失、傷亡或損失負責。對於非本公司職員之任何疏忽或失職，本公司也概不負責。團員當根據有關服務機構單位之有關規則條款，進行追討交涉。團員在行程中如遇上任何事故(如參加任何娛樂或遊戲項目時發生意外)而導致傷亡或財物損失，本公司概不對該等傷亡或財物損失負責。
7. 行程以外之個人活動及各團友於當地參加之各項自費活動，團員如遇交通延誤、行李損失、意外傷亡、衛生導致疾病及財物損失等，該向擁有、管理或操作有關交通工具、酒店、食肆、旅遊點或娛樂項目之機構直接交涉或追討賠償，本公司概不對該等遺失、傷亡、意外、衛生或損失負責。
8. 於出發前各團友須預先辦妥簽證，沿途於任何國家，如團友因個人理由而被拒入境，本公司亦毋須負任何責任，其所需額外安排之食宿、交通等費用全部由其本人負責，其放棄之餘下行程將不會獲得任何補償。
9. 本行程書之旅程簡介由「翠明假期」印行，與各航空公司無涉，各航空公司對簡介內所列事項亦毋須負任何責任。
10. 所有酒店乃根據行程安排，但本公司有權視乎當時情況作出更改，安排同等級之酒店。如適逢展覽會、滑雪期間或特殊情況，將住宿於鄰近城市之同級酒店。而行程之先後次序均以航空公司及當地接待單位編排為準。
11. 行程表上之任何準則，如遇當地假期或訂位出現問題或特殊情況下休息，本公司將會以其他節目代替，團友不得藉詞反對。

## 其他細則

1. 本章程內所列之費用乃根據當時機票價目、酒店宿費、旅遊車費、節目入場費等及外幣兌換率而訂。此後若有燃油漲價或外幣浮動，本公司保留在出發前調整費用之權利。
2. 若因簽證問題而不能成行，本公司保留收取手續費之權利。
3. 若團友單人報名參加團，需繳附單人房隨加費之全部費用。單人房之附加費為單人床房比雙人房之房間較細小，敬請留意。
4. 團友如基於私人理由，要求自行出發、個別返港或中途離團，本公司樂意安排。惟本公司將不負責一切因任何交通延誤而導致未能趕上預先安排的行程或住宿上間接或直接之費用或損失。
5. 所有酒店根據行程安排。但本公司有權視乎當時情形作出更改，給予同等級之酒店。
6. 旅客需遵守合理的行為標準，任何旅客若妨礙領隊或團體的正常活動及整體利益，或在行動、言談上詆毀或侮辱其他團友及服務人員，若顧客不遵守合理而適當之行為標準，或不遵守應有謹慎措施及安全規定，本公司領隊絕對有權適當地取消其隨團資格，其離團後之一切行動，概與本公司無關。所餘下未完成部份的旅程，亦不會發還任何費用。
7. 顧客須遵守到訪國家的法律，包括但不限於有關風俗、入境或運輸的規定。「本公司」對顧客任何違反法律的事情，概不負責。
8. 根據香港特別行政區私隱條例，所有顧客資料絕對不能提供給第三者，敬請留意。
9. 如「旅遊及責任細則」有所更新或修改，會以本公司網站內之最新版本為準。

## 航空公司責任問題

根據航空公司指引，機票非依次序使用即告失效，故乘客如因私人理由未能隨團登機出發而需保留餘下行程之機位(內陸及回程)，航空公司有權向乘客收取有關手續費或要求乘客自購機票。航空公司只負責機票所載的各項營運條款，如乘客未進入航機內，航空公司不需負任何責任，敬希垂注。



**Blue Cross 藍十字**

Member of BEA Group 東亞銀行集團成員

## 【旅途安心、稱心滿意。】

翠明假期現將人身意外保險港幣十萬元遞增至港幣三十萬元及附加額外醫療費用一港幣五千元。(注意：旅客因應個人需要及增加保障，可自行購買額外旅遊保險。詳情請查詢各大報名旅行社。)

旅遊保險熱線：3608 2932

[www.bluecross.com.hk](http://www.bluecross.com.hk)

## 特約旅行社

[www.charmingholidays.com.hk](http://www.charmingholidays.com.hk)

旅行社牌照：350759

NOV 2018

# Travel Terms & Conditions 2019

## PREAMBLE

These travel conditions are issued in the name of the tour operator, Dr. W. Lüftner Reisen GmbH / A- 6020 Innsbruck, for the travel programs included in this brochure. Dr. W. Lüftner Reisen GmbH also does business under the trade name Lüftner Cruises. In the following, these are referred to as "the tour operator." These terms and conditions of travel apply to programs listed under either name. The transportation of passengers and baggage on any of the vessels offered is governed solely by the Terms and Conditions of the Passenger Ticket Contract (available on request).

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## CANCELLATION POLICY

In cases of cancellation the tour operator has the right to demand the following cancellation charges, calculated either as a flat-rate amount or as a percentage of the travel price and dependent on the number of days left until the planned departure date:

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## WITHDRAWAL AND TERMINATION BY THE TOUR OPERATOR

The tour operator may withdraw from the travel contract before the journey starts or terminate it after the journey has begun in the following cases, without the tour operator being liable for any claims, particularly not for damages:

a) without notice, if the person traveling — in defiance of any warning — persistently disrupts the execution of the travel or if his/her behavior is not in accordance with the contract to such an extent that immediate revocation of the contract is justified. When terminating, the tour operator reserves its claim on the travel price, but this will be set off against the value of the expenditure saved and whatever advantages it obtains from any alternative use of the services or facilities that are not taken up, including whatever amounts are credited to it by its service providers.

b) if, by two (2) weeks prior to the start of the journey, the advertised minimum number of participants has not been reached, which is 80 passengers per cruise or whatever other minimum number of participants has been indicated in the advertising for the service concerned. In all such cases the tour operator is obliged to inform the traveler immediately of the occurrence of the contingency causing the journey not to be executed and immediately to forward to him/her its withdrawal statement. This is also relevant should it become apparent at an earlier stage that the minimum number of passengers will not be reached. The travel price paid will be reimbursed promptly.

c) if, by four (4) weeks prior to the start of the journey — with the tour operator having exhausted all other opportunities — it would be unreasonable for the tour operator to execute the journey because the costs arising, if it were to be executed, would mean the tour operator exceeds the bounds of economic sacrifice in relation to that journey; that is, unless the tour operator itself is answerable for the main reasons leading to the situation concerned. The travel price paid will be reimbursed promptly.

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## GUARANTEE, REDRESS AND DUTIES TO CO-OPERATE

If travel services are not provided as contracted then the traveler may demand redress. Irrespective of the tour operator's overriding duty to provide service, the traveler has a duty to co-operate in that he/she must do whatever he/she can reasonably do to contribute to remedying the disruption and to keep any losses that may arise as low as possible or to avoid them completely. He/she has a particular duty to advise the tour operator's representative on board (specifically the hotel manager, tour guide) immediately of any possible complaints. However, these persons are not authorized to deal with any claims.

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## SERVICE AND PRICE CHANGES

a) Changes and deviations of individual travel services from the agreed tour contract (for example, timetable changes, changes to scheduled sequences, or to hotel reservations) that become necessary after conclusion of the contract, and where there is no evidence of bad faith on the part of the tour operator, are permissible, provided they are not significant changes and do not alter the overall tour program. Travelers will be notified of any such tour changes or deviations immediately.

b) The tour operator reserves the right to alter the prices mentioned in the case of transportation price increases (particularly due to rises in fuel costs), docking fees, or due to fluctuating exchange rates, or to any other rises in prices/costs that were not known at the time of the completion of the booking contract.

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## ACTS OF GOD, STRIKE, OR OTHER CONDITIONS BEYOND CONTROL

a) Before the journey starts: If execution of the journey is made more difficult, jeopardized or impaired as a result of extraordinary circumstances that were unforeseeable at the time of entering into the contract and out of the control of the tour operator, then both the tour operator and the traveler may withdraw from the contract prior to the start of the journey. Such circumstances include war, strikes, civil unrest, epidemics, and government directives (such as requisition of accommodation or of means of transportation), embargoes, natural disasters, accidents, and damage to the vessel (especially to the hull and engines, etc.) or other occurrences that are equivalent to the examples mentioned above in their effect (force majeure). The travel price paid will be reimbursed promptly. The tour operator will not be liable for claims, particularly not claims for damages.

b) After the journey has begun: If the circumstances specified above come about after the journey has begun and the journey is ultimately delayed, then the tour operator is authorized to reconstruct the remaining journey such that other routes or means of transport are organized, for example, by avoiding a harbor, or by traveling overland, so that the journey can be ended at approximately the original time specified. In such a case, the tour price will not be reduced and the tour operator will not be liable for claims, particularly not claims for damages.

c) Termination of a journey: Should a cruise have to be terminated due to any of the abovementioned circumstances, the tour operator is authorized to transport travelers and their baggage by alternate means of transport (such as by train, bus or plane) to the agreed starting or end point of the tour, or to an appropriate intermediate point with suitable means of transport. The tour operator is not responsible for any claims, particularly not claims for damages.

d) Ship in distress: Should another vessel be in need of the cruise ship's assistance during a journey, then the tour operator is not liable for any delays caused by the assistance rendered or by any rescue operation. The decisions regarding such possible assistance rest solely with the ship's captain. The tour operator will not be liable for claims, particularly not claims for damages.

e) Changes in the water level: Unusually low or high river water levels may cause changes to the itinerary, possible re-embarkation onto another vessel or transfer(s) by coach or rail, or may even lead to a shortening of the journey. The tour operator and the ship's captain sometimes have to take such decisions quickly. Such measures do not justify withdrawal from the contract by the person traveling and the tour operator is not responsible for any claims, particularly not claims for damages.

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## UNUSED SERVICES

Should a passenger not make use of individual services included in the tour price paid due to a premature return journey, or for any other compelling reason, there will be no pro rata refund of the tour price. The tour operator will, however, endeavor to reimburse expenses saved, excluding those for any very insignificant services.

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## PASSPORTS, VISAS, CUSTOMS, CURRENCIES AND HEALTH REGULATIONS

The traveler is solely responsible for compliance with all matters regarding travel-related regulations and prerequisites. Any interruptions resulting from noncompliance with such regulations will be at the expense of the traveler, unless caused by intentional misinformation by the tour operator.

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## INSURANCE BOND

Dr. W. Lüftner Reisen GmbH is listed in the tour operator register of the Austrian Ministry for Economics, Family and Youth under number 2004/0052. In accordance with the Austrian Travel Agency Decree for Tour Operators (RSV), customer money is secured by a bank guarantee. Further information regarding this protection such as the terms and assertion of rights, the time limit for lodging complaints, claim exclusions, etc., can be obtained from the travel agency handling the traveler's reservations.

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## TRAVEL PROTECTION

For personal security and peace of mind, travelers are advised to take out a travel insurance policy in good time, covering, in particular, possible costs of cancellation, as well as damage to and/or loss of baggage, possible medical treatment, repatriation costs, etc.

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## NAME CHANGES

Should there be a change of name for a traveler for a reservation already made, the tour operator has the right to charge € 30,- per person for such a change.

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## CHILDREN & MINORS

Due to the specific nature of the cruise itineraries, there are special conditions for the booking of children and minors:

- For children under the age of 8, special permission by the tour operator is required.
  - Up to the age of 16, minors must be accompanied by and share a cabin with a parent, legal guardian, or other responsible adult over the age of 21.
  - Information about child discounts, particularly for the special conditions of the cabins with connecting doors, can be found in our travel descriptions.
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## PASSENGERS WITH SPECIAL NEEDS

All means of transport used for our tour programs comply with European standards. Most vessels are equipped with lifts, enabling easy access from one deck to another (with the exception of the Sun Deck). However, moving from the ship to land can pose obstacles that require solutions without the use of a wheelchair. Some of the ports, land tours and transfer buses, etc., are not always suitably equipped. Therefore, before completing a reservation, people with special needs must make the necessary enquiries and must receive consent from the tour operator to join the tour. For security reasons, the transport of wheelchairs may be prohibited by the ship's command. The tour operator will not be liable for claims, particularly not for damages, arising from such non-admission.

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## LIABILITY/LIMITATION OF LIABILITY/DISCLAIMERS

a) The tour operator is liable for the services involved in transportation from the advertised starting point to the advertised destination, for transportation during the trip, and for accommodation during the trip.

b) The tour operator is not liable for any service disruptions, damages to persons and/or baggage by third-party services which were procured accordingly and disclosed as such.

c) The tour operator expressly refers to possible liability limitations and exemptions relevant under the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vehicles (CLNI), including protocols and amendments, together with the further provisions of the International Convention of Limitation of Liability for Maritime Claims, 1976, likewise including amendments and addenda, if and as applicable, as well as all further state laws applicable in this respect.

This is a translation from the original General Terms & Conditions "Geschäftsbedingungen" of Dr. W. Lüftner Reisen GmbH in German. The above translation is provided solely as a courtesy and convenience but in all cases, the meaning and intent of the original General Terms & Conditions in German shall prevail at all times. The General Terms & Conditions shall be covered exclusively by Austrian law with jurisdiction in Innsbruck, Austria.