

## **OUR AGREEMENT**

### **Our Agreement for Package Holidays**

We're TUI UK Limited, trading as Crystal Ski, Company Number 02830117, our Registered Office is Wigmore House, Wigmore Lane, Luton, LU2 9TN and Our Agreement sets out what we can expect from each other when you buy a holiday from us.

Please Note: Adequate and valid travel insurance is compulsory for all our travellers and it's a condition of accepting your booking that you agree you'll have obtained adequate and valid travel insurance (including winter sports cover). We recommend you take out travel insurance as soon as your booking is confirmed.

### **Booking Your Holiday**

When you book your holiday, you're accepting Our Agreement on behalf of everyone travelling with you. We'll only deal with you, the lead name, and you must be an adult (aged 18 or over) when you book. Anyone aged under 18 on your holiday must be accompanied by an adult.

When we say "you" and "your" we mean you, as the lead name, or you and everyone travelling depending on the context.

When we say transport we mean flight, train or Eurotunnel option as per your booking.

Our Agreement includes our Crystal A-Z, the conditions of carriage of the airline, the provisions of international conventions (including the Warsaw, Montreal, Strasbourg and Athens conventions) that apply to travel by air, land, sea or river and your booking confirmation. Please ask for a copy of any conditions applicable. Our Agreement along with the relevant details in the booking confirmation is the entire agreement between us for your holiday.

Your holiday booking will exist as soon as we issue our booking confirmation.

Our Agreement is made under the laws of England and Wales. You submit to the exclusive jurisdiction of those courts. You can choose the law and jurisdiction of Scotland or Northern Ireland but only if you live there.

### **Providing Information**

You must ensure all information you give is correct. We'll use the personal data you give us in line with our Privacy Notice. You must pass on any information we give you to everyone travelling. You must comply with all health, passport, visa and other immigration requirements. Your passport and travel documents must be in good condition – you may be refused travel if they are damaged.

Please refer to “Passports”, “Vaccinations” and “Visa, Health, Passport and Travel Documentation” in the Crystal A-Z for further information.

Your personal safety is of paramount importance to us. Please let us know before you book of any condition, medical or otherwise, that might affect your trip so that we can check whether the holiday is suitable for you. If you're not self-reliant or have reduced mobility (like finding it hard to walk 500 metres) you must tell us before you book and if this changes tell us at least 48 hours before your holiday. Please refer to “Assisted travel” in the Crystal A-Z for further information on how to contact us for this purpose.

## **The Price You Pay**

When you book your holiday, you must pay a deposit unless this is within 12 weeks of your holiday when you must pay in full. We'll tell you the price of your holiday and the deposit before you book. If you chose a low deposit payment option, you'll be required to pay the remainder of your deposit by the date specified at the time of booking. At least 12 weeks before you go you must pay the full balance. If you don't make a payment as it falls due, we can cancel your holiday and charge you a termination fee (which could be up to 100% of the total price of your holiday – see ‘If You Cancel Your Holiday’ for more information on our fees below).

If your holiday booking includes non-transferable and/or non-refundable travel services, such as special air fares, or any other applicable supplements, you may also be asked to pay for these in full at the time of booking (please note, these travel services may be non-refundable in the event of cancellation). We'll let you know if you need to pay for these at the time of booking.

When you book your holiday, we'll send your booking confirmation within 14 days. Mistakes can happen, so if any price on your booking confirmation, our website or our booking system is obviously wrong, a booking made based on that price won't be valid, we can cancel it and refund you unless you want to pay the correct price.

If, after you book, the holiday price you paid us changes because of movement in the relevant exchange rates, taxes or fees charged by someone else including tourist or landing taxes, port or airport fees or the cost of transport fuel or other power sources we can charge you that increase or refund you a decrease (less our administrative expenses) providing it doesn't happen within 20 days before the start of your holiday. If we need to do this, we'll forward an amended invoice to you showing the changes made along with a detailed explanation. Additionally:

- We'll absorb any increase of 2% or less of your holiday price, so we won't pass on any increase below that level.
- If any of these costs decrease before your departure date, we'll pass that saving on to you (less our administrative expenses).
- And if the increase is more than 8% of the holiday price, you may cancel your holiday within 14 days of us telling you about the increase and we'll refund your holiday price except any

amendment fees; and the increase will be considered a major change, see “If We Change Your Holiday” below.

Just so you know, you might also need to pay a tourist tax locally. We'll let you know what the approximate cost of this is before you book with us. Please also see “Taxes” in our A-Z.

## **Insurance**

You, and everyone included in your booking (including children and infants) need to have adequate and valid travel insurance before you travel. This is a condition of us accepting your booking. Please make sure that your travel insurance policy includes cover for winter sports related risks and contains no exclusions limiting or excluding cover for the activities included, or the altitudes to be attained, in your holiday. Your policy should also provide cover for personal belongings, loss of baggage/equipment/money, pre-existing medical conditions, cancellation fees, medical expenses, repatriation and assistance costs in the event of accident or illness. We recommend that you take out travel insurance as soon as your booking is confirmed and your cover must be in place throughout your holiday and until you return home. See also “Health Insurance Cards” in the Crystal A-Z.

## **Before Your Holiday**

### **If You Change Your Holiday**

Sometimes you can make changes to your holiday. The table below shows the amendment fees that we charge, which you'll need to pay together with any further costs we incur in making the change for you. If you've chosen to pay for your holiday with a low deposit, you'll be required to pay the remainder of your deposit before making any changes to your booking (if you haven't paid this already when you request a change). Where we treat your change as a cancellation, you'll pay a termination fee instead of an amendment fee. If the new holiday is more expensive you'll need to pay these fees and the difference in price.

Airlines or other transport providers can charge a fee for a change and sometimes treat a change as a cancellation. Fees can be up to 100% of the price for that part of your holiday. Some elements of your holiday, such as excursions, flight options, lessons and lift passes may also be non-refundable. **You must pay those fees as well as our amendment fees shown in the table below.**

Just so you know, some optional extras are unable to be added or changed within 2 days of departure.

When making changes, the price of your new travel arrangements will be based on the price that applies on the day you make the change. Any offers on optional extras e.g. lift passes, will be based on the offer that applied on your original holiday booking date.

If your change means fewer adults travel, and your holiday price is based upon the number of adults, we'll recalculate the total price and the price per person may go up. If you have received an offer for lift passes and/or equipment hire that is based on a number of adults, we'll recalculate those costs also and the cost per person may go up. This extra price isn't a termination fee. You'll also need to pay the appropriate proportion of the termination fee for the adult who has cancelled. See "If you Cancel Your Holiday".

You may transfer your holiday to someone else if you give us at least 7 days' notice in writing or by email and your replacement accepts the transfer and the terms of Our Agreement – insurance can't be transferred. You'll be responsible, together with your replacement, for our amendment fees and any costs resulting from the change.

<b>Change Type Amendment Fees</b>	<b>84 days or more before departure</b>	<b>83-29 days before departure</b>	<b>28-15 days before departure</b>	<b>14-0 days before departure</b>
Name correction (same person travelling)	No fee	No fee	No fee	No fee*
To change name, passenger, or passenger type	£25 per person	£25 per person	£25 per person	£25 per person*
To upgrade a service, add on a flight extra, upgrade a room type or board basis	No fee	No fee	No fee	No fee
To change accommodation, transport time, airport, duration and/or to travel earlier than planned	No fee	£50 per person	90% of original cost	100% of original cost
To travel later than planned	No fee	Cancellation fees apply (see 'If You Cancel Your Holiday')	Cancellation fees apply (see 'If You Cancel Your Holiday')	Cancellation fees apply (see 'If You Cancel Your Holiday')

To remove extras/ski packs from your booking e.g. lift passes, equipment hire and/or lessons or downgrade a service e.g. board basis, room upgrade or a flight extra	No fee	£25 per change	£25 per change	£25 per change*
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\*Note: 100% cancellation fees apply if you make this type of change after your booked departure date.

### If You Cancel Your Holiday

To cancel your holiday you must tell us as soon as possible. If you booked using a travel agency, that agency must tell us. When your holiday has been cancelled you'll receive a cancellation invoice.

You must pay a termination fee which covers our administration costs and compensates us for the risk that we do not resell your holiday. The fee is based upon how long before your holiday you tell us you want to cancel and is a percentage of the total price of your holiday (not including your insurance premium).

#### Cancellation fees

How long before your holiday you cancel	Percentage of your holiday price*
70 days or more	Loss of full deposit
69-63 days	30%
62-49 days	50%
48-29 days	70%
28-15 days	90%
14-0 days	100%

**\*Please Note** certain travel arrangements may have higher cancellation fees than those shown in the table above, for example, where there are non-refundable scheduled flights and/or additional extras included in your booking. In certain cases, a cancellation fee of up to 100% will apply to those specific services. In these circumstances, the applicable cancellation percentage in the table above will be applied to the cost of all other arrangements included in your booking and the non-refundable fees will be added to calculate the total cancellation fee.

If you've paid for your holiday using a low deposit payment option, you'll still be required to pay the remainder of your deposit if you cancel your booking (if you haven't paid this already when you request to cancel).

If you're cancelling because of an event beyond our control happening at your destination that will significantly impact the performance of your holiday or your transport to get there, you'll not have to pay a termination fee and your deposit will be refunded. See "Events Beyond Our Control".

### **If We Cancel Your Holiday**

If we cancel your holiday, except where you haven't paid or you have been disruptive, you can have a refund or accept a replacement holiday from us of a similar standard and price if we can offer you one. We'll also pay the compensation shown below (unless we have cancelled because of one of the reasons listed in "Events Beyond Our Control" or where you haven't paid or you have been disruptive) and we'll refund the difference if the replacement holiday is of a lower price.

### **If We Change Your Holiday**

We aim to give you what we promise but, as we plan our holidays a long time in advance, sometimes things can change. We can make a change any time but we'll let you know before your holiday if there's time.

Transport times given are for guidance only – your actual times will be shown on your e-ticket. Check that carefully when you receive it. Aircraft type and carrier can change and some facilities such as entertainment or advertised seat pitch may not be available. If we can't provide a seat option, we'll refund the price you paid for that option.

Occasionally, we may have to make a major change to your holiday such as a change of destination, a change of accommodation to a lower category, a change in transport time by more than 12 hours or a change of UK departure airport. A change in transport time that we need to make within 24 hours before you're due to fly isn't a major change unless the time changes by more than 24 hours.

We're also not responsible for snow conditions at your destination(s) and insufficient snow will not be considered to be a major/significant change to your holiday.

If we tell you about a major change after you book your holiday, you can accept the new arrangements offered by us; or accept a replacement holiday from us of the same or similar standard and price at the date of the change (we'll always refund the difference in price if the replacement holiday is of a lower price at the date of the change) if we're able to offer you one; or cancel your holiday with us and received a full refund.

If we make a major change, and you choose to cancel your holiday and receive a full refund, we'll pay the compensation shown below, unless the change is because of an event beyond our control. Any compensation payable is based upon how many days before your holiday departure we tell you about a major change. We'll pay 50% of the compensation for each person who paid a child price. No compensation will be paid for free child places.

<b>How long before your holiday we tell you about a major change/cancellation made by us</b>	<b>Compensation per person</b>
84 days or more	0
83-29 days	£25
28-15 days	£35
14-8 days	£50
7-0 days	£100

## **Events Beyond Our Control**

When we refer to events beyond our control in Our Agreement, we mean situations out of our control which we cannot avoid, even if all reasonable measures have been taken. Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity (threatened or actual) or its consequences, industrial disputes, any failure to secure relevant flying rights, natural or nuclear disasters, fire, flood, health risks (including pandemics and epidemics), unavoidable and unforeseeable technical problems with transport, closed or congested airports or ports, actual or potential severe weather conditions, lack of or shortage of snow at your destination, the imposition of sanctions or other Governmental action and any other similar events.

## **On Your Holiday**

### **Behaviour**

Only you can use your accommodation. You must not let anyone else stay there. You're responsible for any damage to your accommodation or its contents during your holiday.

We can refuse to accept you as a customer and/or on your holiday and/or continue dealing with you if we, or someone in authority, believe your behaviour (by any form of communication or in person) is disruptive. The Captain of your aircraft or your train driver/conductor can restrict your movements on board or remove you.

If you're disruptive and stopped from boarding your transport from the UK, or disruptive during your transport, we'll treat your booking as being cancelled by you at that moment. If you're disruptive on your holiday we can remove you from your accommodation and you'll be responsible for your own return home and for any other members of your group who can't or won't travel without you. You'll not be entitled to a refund in either case and we'll not provide compensation or meet any costs or expenses.

If you're disruptive you'll be responsible for any damages, costs and expenses (including legal expenses) incurred as a result. This can include cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your

actions and diverting the aircraft or ship for the purpose of removing you.

Disruptive behaviour includes being threatening or abusive, damaging property, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger.

## **Excursions**

We may introduce you to suppliers of excursions or other services. If you buy one of these, you'll be contracting with the supplier directly, we act only as agent and have no liability for the performance of that contract. Our Agreement doesn't apply to any contract for excursions or other services.

## **If Things Go Wrong on Your Holiday**

You benefit from the rights applying to packages under The Package Travel and Linked Travel Arrangements Regulations 2018. We're responsible for all the travel services included in your holiday. If any of them isn't provided as we agreed, we'll pay you compensation, if appropriate, unless it's due to an event beyond our control (See "Events Beyond Our Control"), is your fault or is caused by a third party.

If you're in difficulty on your holiday we'll help by providing information on health services, local authorities and consular assistance. We'll help you make phone calls, send emails or find alternative travel arrangements. You must pay any costs we incur if the difficulty is your fault.

## **If You Have A Complaint**

It's very rare for things to go wrong. If they do, you must tell the supplier in question (e.g. the hotel) and our representative straight away so they can solve the issue. If our representative isn't available, you can contact our 24/7 contact number. If you're still not satisfied you should fill in this form within 28 days of coming home so we can investigate properly. See "Contact us" in the Crystal A-Z.

We follow ABTA's Code of Conduct and usually solve any issues but you can use ABTA's ADR scheme for resolving disputes at [www.abta.com](http://www.abta.com).

## **Personal Injury**

Your holiday is made up from services provided by suppliers who follow local standards. Overseas safety standards are generally lower than in the UK.

If anyone travelling suffers injury, illness or death because of the services provided as part of your holiday, you must tell us and the supplier involved about it and complete a report at the time. After your holiday you can contact After-Travel Customer Support. It must be no more than 3 months after you come home so we can investigate properly. See "Contact us" in the Crystal A-Z.

## **Protecting Your Money**

We provide security for the money you pay for your holiday and to bring you home in the event we become insolvent. When you buy a holiday from us that includes a flight, we do this by way of an ATOL (number 2524) managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR. We also place a bond held by ABTA (V5126), 30 Park Street, London, SE1 9EQ, for holidays that don't include flights.

We've tried to write Our Agreement clearly. Unfortunately, the ATOL rules make us include the next three paragraphs exactly as they're written.

Your Financial Protection. When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Where your holiday is protected under the ABTA scheme, you agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original holiday. You also agree to accept that in circumstances where the travel service provider provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

All money you pay to a travel agent for your holiday is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.