

OUR AGREEMENT

Our Agreement for Your Accommodation Booking

We are TUI Holidays Ireland Limited, trading as Crystal Ski, Company Number 116977, our Registered Office is One Spencer Dock, North Wall Quay, Dublin 1, Ireland and Our Agreement sets out what we can expect from each other when you make an Accommodation Only booking with us.

Making Your Accommodation Only Booking

When you book your Accommodation Only services you're accepting Our Agreement on behalf of everyone travelling.

"Accommodation Only" includes any hotel, resort accommodation, bungalow, apartment rental and any other accommodation services on offer on our website with no linked travel arrangement (including, without limitation, flights, car hire, coach, train, transfer services, tour, excursion or any other tourist service of a significant value) or which aren't part of a package holiday.

When we say "you" and "your" we mean you, as the lead name, or you and another guest(s) mentioned on your booking, depending on the context.

We'll only deal with you, the lead name, and you must be an adult when you book. Anyone under 18 on your booking must be accompanied by an adult.

Our Agreement, includes our Crystal A-Z Guide, and the provisions of any applicable laws or regulations that apply to your booking and your booking confirmation. Please ask for a copy of any of the conditions applicable. Our Agreement, forms the entire agreement between us for your Accommodation Only booking.

Our Agreement is made under the laws of the Republic of Ireland and you submit to the exclusive jurisdiction of the Irish courts.

Providing Information

You must ensure all information you give is correct and tell us if any of it changes. By providing other people's personal data, you must be sure that they agree to share their data with us. All details provided by you'll be used in accordance with our Privacy Notice.

In application of the regulations in certain countries, you and anyone on your booking may be asked at the time of your check-in to provide a copy of your passport and to fill out a police registration card.

If you give us your email address, we'll contact you that way but you may still have to contact us via our call centre.

You must pass on any important safety and travel information we give you to everyone on your booking.

If you're not self-reliant or have reduced mobility (such as finding it hard to walk 500 metres) you must tell us before you book and if this changes at least 48 hours before arrival at your accommodation.

You must comply with all passport, visa and other immigration requirements. Your passport and travel documents must be in good condition; you may be refused to check-in if they are damaged or have been tampered with.

The Price You Pay

When you book your accommodation, 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 accommodation and the deposit before you book. 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 accommodation booking and charge you a termination fee (which could be up to 100% of the total price of your accommodation booking – see 'If You Cancel Your Booking' for more information on our fees below).

When you book your accommodation, we'll send you your booking confirmation within 14 days. Mistakes can happen, so if any price on your booking confirmation, our website or our booking systems 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.

The local authorities in certain countries may impose additional taxes (e.g. tourist tax), which generally have to be paid locally. You're responsible for paying such additional taxes.

Before Your Stay

Sometimes you can make changes to your booking. The table below shows the amendment fees that we charge when it's possible for you to make a change.

Some of our hotelier or accommodation providers can treat changes as a cancellation and charge a fee, up to 100% of the price. You must pay those fees.

When making changes, the price of your new accommodation will be based on the price that applies on the day you make the change.

Some changes, such as check-in at a later date than planned will be treated as a cancellation and you'll need to pay a cancellation fee.

If your change means that fewer guests will be on your booking and your accommodation is priced based upon how many guests are travelling we'll recalculate the total price and the price per person may go up. This extra price isn't a termination fee. You'll also need to pay the appropriate proportion of the cancellation fee for the adult who has cancelled.

You may transfer your booking to someone else if you give us at least 2 days' notice in writing or by email and the new lead name accepts the transfer and the terms of Our Agreement. You'll be responsible, together with the new lead name, for our amendment fees and any costs as a result of the change.

Amendment Fees	29 Days or more before your holiday	28-15 days before your holiday	14-0 days before your holiday
To change a name	€25 per person	90% of original price	Treated as a cancellation
To change accommodation and/or duration than planned	70% of original price	90% of original price	Treated as a cancellation
Change check-in date to earlier/later than planned	Treated as a cancellation	Treated as a cancellation	Treated as a cancellation

If You Cancel Your Booking

To cancel your booking or guests listed on your booking, please tell us as soon as possible. When your booking has been cancelled you'll receive a cancellation invoice.

You must pay a cancellation fee which covers our administration costs and compensates us for the risk that we do not resell your accommodation. The fee is based upon how long before the start date of your Accommodation Only booking you tell us you want to cancel and is a percentage of the total price of your accommodation.

Cancellation Fees	
How long before your check-in date you cancel	Percentage of your accommodation Price
49 days or more	50% of original price
48 - 0 days	100% of original price

We may not be able to refund elements of your booking if they are added extras.

If We Cancel Your Booking

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

If We Change Your Accommodation

We aim to give you what we promise but, as our accommodation is planned a long time in advance, sometimes things can change. We can make a change at any time but will let you know before your stay if there's time.

Occasionally, we may have to make a major change to your accommodation. If we tell you about a major change after you book your accommodation, you can:

- accept a replacement accommodation from us of the same or similar standard and price at the date of the change, if we are able to offer you one; or
- cancel your booking and receive a full refund.

If we make a major change we'll pay compensation as shown below unless the change is because of one of the reasons in 'Events Beyond Our Control' and we'll always refund the difference in price if the replacement accommodation is of a lower price at the date of the change.

Any compensation payable is based upon how many days before your stay we tell you about a major change.

How long before your stay we tell you about a cancellation or a major change	Compensation payable per person
84 days or more	0
83 - 29 days	€10
28 - 15 days	€20
14 - 8 days	€30
7 - 0 days	€40

Events Beyond Our Control - Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity (threatened or actual) or its consequences, industrial disputes, natural or nuclear disasters, fire, flood, health risks (including pandemics and epidemics), 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.

During Your Stay

Behaviour

Only you can use your accommodation. No-one else can stay there. You're responsible for any damage to your accommodation or its contents during your stay.

We can refuse to accept you or continue dealing with you if we, or another person in authority, believe your behaviour (by any form of communication or in person) is disruptive.

If you're disruptive on your stay we can remove you from your accommodation. You'll not be entitled to any 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, including for example cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any guest, members of staff or agent affected by your actions.

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

If Things Go Wrong During Your Stay

If any accommodation is not provided as we agreed, we'll pay you compensation, if appropriate, unless it's because of one of the reasons listed in 'Events Beyond Our Control', it's your fault or it's caused by a third-party.

If you're in difficulty on your stay we'll help by providing information on health services, local authorities and consular assistance and helping you to make phone calls, send emails or find alternative accommodation. You'll be responsible for 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 contact our After-Travel Team (please include your booking reference in your e-mail) within 28 days of coming home to allow us to investigate properly. See "Contact us" in the Crystal A-Z Guide.

Personal Injury

Your accommodation is provided by suppliers who follow local standards. Overseas safety standards are generally lower than in Ireland.

If anyone travelling suffers injury, illness or death while you're staying at the accommodation that

we have booked for you, you must tell us and the supplier involved about it and complete a report at the time. Whilst we have no direct control over the way our suppliers maintain and operate their properties, we may still need to investigate this matter.

After your stay 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 Guide.

Modifications Of The Terms And Conditions

These terms of Our Agreement may be varied at any time by TUI at its own discretion. In this case, the new terms of Our Agreement will be available on our website and will automatically apply to you with immediate effect, except for if you booked your accommodation with us before the date of publication of the new terms, in which case the previous accepted version of Our Agreement remain applicable.