### **TERMS AND CONDITIONS - SUNWEB HOLIDAYS**

When you finalise your booking with Sunweb Holidays, you are confirming that you agree with our booking conditions. It is important to read these terms and conditions carefully before finalising your booking. In addition, Sunweb Holidays assumes that you have read the 'General Info' on the Sunweb Holidays (UK) website.

The booking conditions and 'General Info' are governed by English law. When making a booking you agree to submit to the jurisdiction of the English Courts.

#### **COMPANY INFORMATION**

#### Your tour operator: Sunweb Group GmbH

Schützengasse 4 CH-8001 Zürich Switzerland CH-020.4.049.544-0 CHE-178.977.909 MWST Phone: +41-(0)44-2666274

#### Your local travel agent in the United Kingdom: Sunweb Holidays

83 Victoria Street SW1H 0HW London United Kingdom

#### Sunweb Holidays is a trading name of Sunweb Group UK Ltd.

Registered office: 83 Victoria Street, SW1H 0HW, London, England Registered company no: 7306910 *Previously, Sundio UK Ltd, 7306910* 

Tel: 02031 708 206 (5 p.p.m.) Fax: 02030 086 180 Email: info@sunweb.co.uk

Website: www.sunweb.co.uk/ski

ABTA membership: Y3497 SGR membership number: 1966 VAT number: 112 8392 29 Bank: Lloyds TSB Account number: 21109768 Bank Sort Code: 306541

For international payments: IBAN code: GB09 LOYD 3065 4121 1097 68 BIC code: LOYDGB21682

#### Qualification system / Star rating system

Sunweb Holidays uses its own qualification/star rating system. The number of stars indicates what you can expect with regard to the quality of the specific accommodation. Aside from taking into account the design of the rooms and apartments and the facilities, we also take into account the atmosphere of the complex and the feedback provided by our guests. Therefore it can occur that Sunweb Holidays gives an accommodation a different qualification than is officially stated on location or on other websites/brochures.

#### Publication

The photos shown on the website have been made available by the accommodation providers, local tourist offices, various sports brands and a professional photographers. The photos shown with the accommodations serve only to give you an idea. As individual apartments or hotel rooms are not identical, it can occur that the accommodation provided on location differs from the photos on the website. For any typographical mistakes, Sunweb Holidays cannot be held responsible.

Sunweb Holidays reserves the right to change the (online) prices and package arrangements if deemed necessary without prior consent from our customers. Possible errors in a brochure, itinerary, advertisement or any other publication will be corrected on Sunweb Holidays' website. This is to ensure that you can always find the latest, and correct, information online on www.sunweb.co.uk/ski

Sunweb reserves the right to unilaterally change the package holiday, insofar as it concerns an insignificant change. If Sunweb intends to make such an insignificant change, we will notify you accordingly.

#### Privacy

If you book a holiday or sign-up for the newsletter, Sunweb requires your personal details. Your details will be handled with care by Sunweb. Your information will not be provided to third parties, except to the extent necessary in the context of the travel agreement. For further information, please see our <u>Privacy Policy</u>.

#### Copyright

Copyright 2013 Sunweb Holidays. Nothing from Sunweb Holidays' website or brochure may be taken over, multiplied and/or made public with the use of print, photocopy, micro film or in any other way without previous written consent from Sunweb Holidays.

#### Prices

The prices listed on <u>www.sunweb.co.uk/ski</u> are always quoted per person and on the basis of minimum occupancy. For apartments this is the stated occupancy rate in the price chart. In hotels this is on the basis of a double room (two people).

Sunweb Holidays works with fluctuating prices based on the dynamics of supply and demand. This also means that it can occur that your booked holiday will be cheaper or more expensive at a later stage. In addition, we often work with last minute deals and special offers. This means that the prices can fluctuate during the season. You can find the current prices on <a href="https://www.sunweb.co.uk/ski">www.sunweb.co.uk/ski</a> This is also where you can find the single person room prices, if available. Children's discounts and discounts for an "extra bed" in the room cannot be issued in combination with each other and will be calculated during the booking steps.

Tourist taxes, parking, lockers and so forth need to be paid for on location. The actual prices of these extra local costs are only indicative and can deviate, in practice. The estimated prices have been determined by the current exchange rate, in combination with current prices + taxes. In the case that changes occur in any of the mentioned components, Sunweb Holidays reserves the right to calculate these costs into the holiday prices.

Sunweb reserves the right to change prices within legal limits as a result of a change in the price of fuel, level of taxes/fees and/or exchange rates. The change is calculated on the basis of the difference between the current price and the price on the date of adoption. You are entitled to a price reduction (after deduction of the administrative costs actually incurred) if the costs decrease for the same reasons.

#### Tourist tax

At most of the accommodations you need to pay a fee as a tourist tax upon arrival. These are always calculated per person, per night. The amount of this fee can be found in the description of the accommodation and is based on the information that we have received at the beginning of the winter season. Sunweb Holidays is not responsible for errors or changes made to the exact fee.

#### Deposit

For a studio, apartment and chalet a deposit is required. You will get your deposit back as long as your apartment is left undamaged, tidy and clean. In some cases the deposit will be sent to your home address afterwards. The deposit fee and the payment options are always listed on the Sunweb website within the description of each accommodation. This is also mentioned on your tickets/vouchers. *If it says that the deposit needs to be paid with a credit card, this means that they do not accept a cash deposit, and vice versa.* For hotel and guesthouse rooms there is usually no general deposit required. Sometimes, you will be required to pay a small fee for the deposit of the room key. This will also be listed on the travel documents. The handling of the deposit is always a matter between you and the accommodation provider. The amount of the deposit fee might change over the season and Sunweb Holidays does not have any influence over these matters. Therefore, Sunweb is not responsible for any clash of opinions between you and the accommodation provider about matters relating to the deposit.

#### Booking and paying for your holiday

The moment you provide all your details *and* have agreed to the terms and conditions, Sunweb Holidays regards this as a confirmed booking. If there are changes or cancellations our terms and conditions are ALWAYS applicable.

#### **Exclusive liability**

The person who books the holiday is exclusively liable for the entire booking, even for all other persons that he/she adds to the booking. You must be at least 18 years of age to book a holiday with Sunweb Holiday. If you are under the age of 18, an adult must accompany you. If there are any minors travelling, permission from parents/guardian must be provided.

The party leader (main booker) is also responsible for passing on any information about the booking. This includes: accommodation details, schedule changes and participant changes. The party leader is also responsible for notifying Sunweb Holidays of any personal circumstances (such as reduced mobility or dietary requirements) for all participants.

#### **Contact details**

When you book with Sunweb Holidays, all documents such as invoices, vouchers/tickets will be sent to you by email. We will use the email address you have given us at the time of booking. We assume that this address is correct and that you check it regularly and, importantly, that you accept the risks associated with this means of communication. We cannot be held responsible if we have sent emails to you and you fail to receive them (due to a full inbox, spam filter or misspelling of email address). It is also essential that you provide a mobile number so we can contact you while you on are on holiday.

#### **Booking on request**

If a booking is made on request, this means we do not have any more rooms or apartments available in our own stock and will contact the accommodation provider to see if there is still a room or apartment available in their stock. Usually, it can take up to 5 workings days before we get a reply. Sunweb will contact you as soon as we know more. If there is a room or apartment available that matches your booking on request, this will automatically be confirmed for you. Your booking is then final and you will be issued an invoice.

#### Alterations and booking changes

#### 1. General changes:

As a general rule, we can always add people to the booking, even after the invoice has been issued. In addition to adding more people, you can add other services such as ski hire. An updated invoice will be issued and you will be required to pay the additional charges. If you need to change the departure date, or reduce the number of paying passengers these changes will be dealt with as a *partial cancellation*, (for details please check 'Partial cancellation'). Please read the following conditions with regards to name changes for self-drive holidays:

The package has been booked on a self-drive basis

The new passenger meets all requirements, according to our agreement

The request was received 7 days (7 x 24 hours) prior to departure

The conditions of the service suppliers do not oppose against these changes

The party leader, the passenger who will be replaced and the replacement passenger are liable to Sunweb Holidays for the payment of the holiday price and all extra costs as a result of the replacement.

#### 2. Changes when a <u>flight</u> is included in the package:

It is possible to change names of participants on a flight booking which includes flights, however a fee will apply. The cost of these changes is dictated directly from the airline and can increase closer to the date of departure.

#### Cancellations

#### 1. General cancellation:

Cancellations need to be made in writing, within 3 days after the event that caused the holiday to be cancelled (in part or full). Please take into account that there are always costs involved with cancellations. You are only entitled to a partial reimbursement of the holiday price if you have taken out an insurance policy and if the reason of cancellation is valid. Sunweb Holidays can only deal with a cancellation if it has been made in writing by the party leader. A fellow participant is not exclusively liable and therefore he or she cannot make a cancellation. In case a holiday is cancelled, the customer needs to pay the following cancellation costs besides possible reservation costs. The person who made the booking is responsible for paying this charge. The size of the charge depends on when we receive your notification - the more notice you give, the lower the cancellation fee.

These charges are based on the **date you notify us of your cancellation**. It relates to the number of days before departure. These charges are a percentage of the total cost of your booking, excluding the price of your insurance policy (if you have booked it with Sunweb/ERV). You may be able to claim for the cancellation charge from your travel insurance, please check your policy. Please note that you will

- >55 days 30%\*
- 36-55 days 50%\*
- 22-35 days 70%\*
- 11-21 days 90%\*
- 0-10 days 100\*

\*Where the standard deposit is increased to secure specific facilities or an additional payment has been made for transport airline tickets and these are non-refundable, then the scale of charges shown will be calculated based on a % of the cost of all other arrangements and the non-refundable charges will be added to that cancellation charge to give the total charge. Infant charges of £45 and any insurance premium paid are nonrefundable in the event of the cancellation of a holiday.

#### 2. Cancellation when a flight is included in the package:

All scheduled flights and luggage are non-refundable. This means that you will not be refunded the amount you have paid for the flights (which form part of your package). On cancellation you will have to pay 100% of the flight price as well as the percentage of the remaining components of your package. This percentage will be calculated based on the table above. You may be able to claim for the cancellation charge from your travel insurance, please check your policy.

#### **Partial Cancellation**

In the unfortunate event where 1 or more person(s) wish to cancel themselves off the booking, this will result in a partial cancellation.

There are always fees involved when a cancellation is processed. The partial cancellation will be calculated based on the individual traveller's package price. With a partial cancellation, the remaining traveller's individual package price can increase, as the price of your new travel arrangements will be based on the price that applies on the day you make the change. However, the new total holiday price can never exceed the original holiday price. The person(s) cancelled may be able to claim for the cancellation charge from their travel insurance, please check your policy. Please note there won't be any reduction in the price you pay, even if your new travel arrangements are cheaper than your original booking.

Only the lead booker has the authority to confirm any cancellations. All cancellation costs are calculated based on the percentages mentioned above. If your package includes flights, please refer to 'Cancellation when a flight is included in the package' for further information.

#### If Sunweb changes the booking

We hope that we will not have to make any change to your holiday but, as our holidays are planned many months in advance, we sometimes do need to make changes. We reserve the right to do this at any time. We will let you know about any important changes when you book. If you have already booked, we will let you know as soon as we can, if there is time before your departure. Sunweb reserves the right to cancel the holiday if the cancellation occurs outside the balance due date. Flight timings shown by us are for guidance only and may change. Your Confirmation Invoice will show the latest planned timings. Your actual flight timings will be shown on your ticket (including any e-ticket itinerary), which you should check carefully as soon as you receive it.

#### Major changes to your holiday

Occasionally, we have to make major changes to the flight or accommodation.

We will pay compensation for any major changes to your holiday, unless the change is for reasons beyond our control, see **'Important Note - Events Beyond Our Control'**, using the scale shown, may include the following changes - a significant change of destination, a change in accommodation to that of a lower category, a change in the time of your departure or return flight by more than 12 hours, a change of UK departure airport - excluding changes between airports. A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a major change unless the delay is for more than 24 hours. These changes are only examples and there may be other significant changes which constitute major changes.

If we tell you about any of these changes after we have confirmed your holiday booking, you may either

- accept the new arrangements offered by us, or
- accept a replacement holiday from us of equivalent or similar standard and price, at the date of the change, if we are able to offer you one, or
- cancel your holiday with us and receive a full refund of all money paid.

Either way, we will pay you compensation, using the Compensation table shown, unless the change is for reasons beyond our control, (see the 'Important Note Events Beyond Our Control'), and we will always refund the difference in price if the replacement holiday is of a lower standard and price, at the date of the change.

This standard payment will not affect your statutory or other legal rights. We will only make one payment for each full-fare-paying adult in the holiday booking. Any children not paying the full adult fare will receive 50% of these amounts. Children using a free child place will not receive any standard payment. A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a major change. This is not applicable to short-stay holidays (3-5 days).

#### Compensation

These scales are based on how many days before your booked holiday departure we tell you of a major change. See also the 'Important note-events beyond our control'

Direct Clients	Agents	Compensation payable per person
More than 84 days	More than 70 days	£0.00
29-83 days	29-69 days	£10.00
15-28 days	15-28 days	£20.00
8-14 days	8-14 days	£30.00
0-7 days	0-7 days	£40.00

If any major change indicated above is not acceptable to you, you can cancel your booking. In this case we will refund all the money you have paid to us and will pay you compensation, as shown above, depending on how many days before your holiday we tell you about this change. This standard payment will not affect your statutory or other legal rights.

#### Important note - Events beyond our control

Events beyond our control include without limitation: icy/winter weather conditions, strong winds, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights is publicised at EU airports and is also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us.

#### **Payment and deposit**

#### 1. General payment and deposit:

#### 30% of the holiday price + travel insurance = deposit

The general deposit payment is 30% of the holiday price, and is due as soon as the invoice has been issued. The cost of the insurance also needs to be paid immediately. The remaining amount is to be paid to Sunweb Holidays 6 weeks prior to departure at the very latest. If you book a holiday with a departure date within 6 weeks time you need to pay the entire sum as soon as the invoice has been issued

#### 2. Payment and deposit when a <u>flight</u> is included in the package:

100% of the flight price with luggage + travel insurance 30% of the other package elements = deposit The standard deposit is increased to secure the airline tickets and these are non-refundable. As soon as you book a package including flights, you will be required to pay 100% of the flight and luggage price. In addition to the cost of the flights and travel insurance; you will have pay 30% of the other package elements (accommodation and lift passes etc). This amount is due as soon as the invoice has been issued. The cost of the insurance also needs to be paid immediately. The remaining amount is to be paid to Sunweb Holidays 6

weeks prior to departure at the very latest. If you book a holiday with a departure date within 6 weeks time you need to pay the entire sum as soon as the invoice has been issued.

#### **Travel documents**

When Sunweb Holidays has received the full payment the travel documents will be sent to you by email; approximately 10 days prior to departure. The travel documents include all details relating to your holiday. It is essential that you **check the tickets and vouchers to ensure everything is correct and complete.** If there is something that does not correspond with your original booking you should contact Sunweb as soon as possible. Sunweb may send updated versions of the travel documents if new/extra information is provided by the destination, airline or accommodation up to 24 hours before departure. If you have any questions about the travel documents, please send us an email with your booking number as the subject.

#### **Passports and ID cards**

If you have booked a flight as part of your package, you will need to add your own passport information. This is your responsibility and you can do this via the airline website. If you do not add this information, you could be denied boarding. Sunweb is not responsible for checking that you have done this before departure.

It is forbidden to travel with an expired passport or identity card. In some countries, your passport must be valid for a certain number of months after returning home. You must check this yourself with the relevant authorities. If you do not have a valid UK passport, you should always check with the embassy of the country where you want to travel if you need a visa. Having the correct travel documents is and remains your own responsibility at all times.

If you need to obtain a new passport please ensure you leave enough time for this as delays can occur at holiday times or peak dates. UK Passport Office: 0870 521 0410.

For all information regarding Brexit, please go to the ABTA website: <u>https://www.abta.com/tips-and-advice/brexit-advice-for-travellers</u>

**If you are not a British citizen** you should always contact the embassy of the country you intend to visit in order to find out whether or not you need a visa. It is at all times your own responsibility to carry valid documents. Sunweb Holidays cannot be held responsible for any of this.

#### HEALTH AND MEDICAL

You must inquire yourself with the relevant authorities whether there are health recommendations for your destination. You can think of vaccinations and other preventive measures to prevent diseases. This also applies to any cross-border excursions. For up-to-date information on vaccinations and other health and travel data, you can, for example, check the Foreign Travel Advice site: <a href="http://www.gov.uk/foreign-travel-advice">www.gov.uk/foreign-travel-advice</a>

Any damage or costs that arise if you do not get sufficient information or if you do not take preventive measures are for your own account.

All customers should have adequate holiday insurance cover as the European Health Insurance Card (replacement for the E111) only provides limited cover. For more information on the EHIC see http://www.dh.gov.uk/travellers or call 0845 606 2030. Information on free and reduced cost emergency care and medical treatment in most EU countries can be found in the leaflet 'Health Advice for Travellers' available from post offices, department of Health Offices, GPs and libraries.

#### **Travel advice**

You must take note of the travel advice for a specific destination with the relevant authorities. For up-to-date information you can check the Foreign Travel Advice site: www.gov.uk/foreign-travel-advice

#### Flight holidays

Sunweb UK offers a range of flight packages to different destinations. Transfers are automatically included in the package price, if you book a flights package. If you book a flights package within 7 days (7 x 24 hours) of the holiday start date it is not possible for Sunweb to include transfers in the package.

All flights are booked through our partner, easyJet. Checked luggage and ski equipment as luggage is NOT included in the price of the flight/flight package. These are extras and can be added at an additional cost in Step 2 of the booking process. The cost of luggage is dictated by EasyJet, and therefore can vary with each flight. All flights include ONE cabin bag per person (maximum size of 56 x 45 x 25cm; including handles and wheels). There is no obvious weight restriction for the hand luggage.

Please ensure that you are not late and have checked in online before arriving at the airport. In addition to checking in online, you will have to enter your passport information. This is called API (advanced passenger information) and you will receive instructions from Sunweb after you have booked a package with flights.

If you are planning on checking in late on your arrival day, it is almost always possible to get into your hotel or apartment. However, it is very important that this is arranged in advance. You will receive your travel documents two weeks before your departure, and this will include instructions on how to arrange your late arrival and collection of the key.

Name changes are expensive so please make sure you enter in the correct information at the time of booking. If you make a big mistake, you will be responsible for these additional charges. EasyJet does allow minor name changes free of charge. This is includes mistakes that involve changing a couple of characters in the name, such as changing "Jone" to "Jones". For more information about this please refer to easyJets conditions.

#### Holiday duration (flights)

Travel days count when determining the holiday duration. At an 8-day flight package you are therefore 7 nights at your destination. It is possible that you will not be at your destination for the full holiday duration due to unfavorable flight times. Sunweb can never be held liable for unfavorable flight times.

#### Flights - General Conditions of Carriage

Sunweb is not your carrier. The air carrier in question, uses *General Conditions of Carriage*, which can be consulted on <u>Travel Info</u> on our website. These *General Conditions of Carriage* form part of the agreement. If you agree with the Sunweb Terms and Conditions conditions, you also agree to these *General Conditions of Carriage*.

#### Car hire conditions

Sunweb collaborates with Sunny Cars at all destinations. The general terms and conditions of Sunny Cars apply to your booking, which can be found on the <u>Travel info page</u> on our website.

The car is based on the 24-hour rule. A rental day is 24 hours. For example, if you book a car on Monday at 14:00 2 days, you need to deliver this car back at Wednesday 14.00. The vehicle models shown are indicative of the category in which they fall, you will always get the model shown or an equivalent car. Mini and Economy Class are available at all times; the other classes are on request. If the car is not available you will be contacted. Please note that you can pay the deposit for the rental with a credit card. This credit card must be in the name of the main driver. You pick up the car upon arrival at the airport and return the car at departure also at the airport.

#### Transfers

Transfers between the airport and resort can be arranged for any customers who book a flights package with Sunweb. All transfers booked through Sunweb are shared transfers.

Due to the nature of shared transfers, there may be a wait time at the airport before your departure. This can be up to 1.5 hours. Please note that there will NOT be a Sunweb rep waiting for you at the airport as the transfer is managed by a partner. All information regarding the transfer (meeting point, departure times etc) will be explained on your travel documents that are sent to you 14 days before departure. The transfer will drop you off in the resort area; you may not be dropped directly outside your accommodation.

Every person who will be in the transfer vehicle will need to book a transfer and pay our pre-discounted price. If you are travelling with a young baby who is not listed in the booking process please email us after making the booking. We will add the transfer for your baby. Our email address is info@sunweb.co.uk. PLEASE NOTE: You always need to add the baby to the group during the booking process. However, in some of the packages the option to add a transfer (in Step 2) is not always available for babies.

Information about your pick-up time will be sent to you via text message. Therefore, your mobile number will be shared with our transfer provider. It is important that the transfer company can contact you on destination to make sure that you do not miss your flight home. Sunweb confirms that we will not share your mobile number with any other third parties.

PLEASE NOTE: Transfers will not be included if you book a last minute package, departing within <mark>8 days</mark>. This will be mentioned during Step 2 of the booking process. Information about the inclusion of the transfer can be viewed in Step 2 of the booking process.

#### Directions

Sunweb does not publish or advise on directions to resorts. Sunweb Holidays cannot be held responsible for any errors in the directions you may receive. For directions we refer you to Google Maps. Please make sure that you <u>have</u> checked the conditions of the roads before you leave home.

#### On the road

Snow chains are obligatory in the Alps in all countries. If you travel through Germany on your way to the resort you are obliged to equip your vehicle with winter tyres. You should inform yourself well about driving to alpine destinations and leave home well prepared. You should also take into account that you have to pay to park your car in many French destinations. You are also advised to carry a safety reflector jacket in the case

of breakdowns or accidents. These jackets are obligatory in Austria for tourists as well and you can be fined for not having one in your car.

#### Late arrivals

If you expect to arrive at your apartment late in the evening, you will need to inform the reception of your accommodation to prevent arriving to a closed door. Your accommodation's phone number can be found on your accommodation voucher. The opening times of the reception will also be mentioned. Sunweb Holidays cannot be held responsible if you arrive at a closed door after the reception has closed, even if you may have indicated this beforehand in your initial booking. This applies to self-drive holidays and flight packages: you have to arrange this yourself.

#### THE ACCOMMODATION

#### Arrival and departure day

On the day of arrival you can usually enter your apartment or chalet around 18:00. On the day of departure you are expected to leave the apartment or chalet between 09:00-10:00. PLEASE NOTE: You will need to check your travel documents for the exact times as each accommodation is different.

#### Luggage room

It is often possible to store your luggage for a small fee (or for free) in the luggage room of the hotel at your destination. This is an extra service provided on location. The use of this service is always your own responsibility and at your own risk. Sunweb Holidays has no influence whatsoever on the price or the quality of this luggage room and any complaints cannot be dealt with by Sunweb Holidays.

#### Interior of the accommodation

As apartments and studios usually look quite similar we will give a short description in the general information. You can find more detailed information on the page of the accommodation in question. The descriptions of the accommodations can differ in reality and are used as an example only. This is because apartments and studios are often privately held and the owners tend to decorate the interior to their own taste. A number of studios and apartments are equipped with a mezzanine. This is a sleeping area on a semidetached floor. A cabin is a separate sleeping area without a window that can usually be sealed with a sliding door. Apartments and studios often aren't ideal for a maximum occupancy. The number of square metres in the description is a guideline; the actual surface area might differ. Most apartments have sleeping couches. You should take into consideration that these couches are less comfortable than a standard bed. In hotel rooms the extra beds are also often stretcher/fold-out beds. Even in luxurious hotels, the beds might be less comfortable than you are used to at home. They might have thinner mattresses or looser springs.

You should also be aware of the warm water supply: there is often only one (small) boiler for all people. The design is not like what you are used to: in the French bathrooms it is usually not possible to hang up the shower head. The shower curtain might also be missing. Appliances like a coffee maker or a cheese cutter are also often not present. If you book several rooms at once we will try to reserve them next to each other. This is at all times the preference and in practice this might not always be possible.

#### Hotels

For many Sunweb guests, a hotel is the most pleasant choice. Therefore we also offer a wide choice from a great number of hotels in different quality and price classes.

The rooms we offer have private bathrooms; sometimes there are also rooms with showers only or standard rooms where the shower and toilet are located in the corridor. It can occur that a building has different types of rooms (renovated/not renovated, old/new) unless stated otherwise you can be given any of the rooms.

#### Studios

A studio is always one living space with sleeping places for 2, 3, 4 or more people, depending on the size of the studio. There is a bathroom in every studio with a shower or bath and a toilet. Every studio also has a kitchenette consisting of an electric cooker, a fridge and in some cases a dishwasher. The studios usually have a balcony.

#### Apartments

Apartments are different from studios because the living space will always consists of at least two separate rooms/areas. Every apartment has a bedroom and living room functioning as a living <u>and</u> sleeping area. Please take into account that the living rooms aren't always equipped with an eating and sitting corner. In some cases only one of the two is present. If it is a six person apartment there is usually a bunk bed in the hall. An apartment with one bedroom and a living room is called a two room apartment. An apartment with two bedrooms and a living room apartment, etc. In every apartment there is a bathroom with bath or shower present. Often there is a separate toilet (otherwise there is one the bathroom). Every apartment has a kitchenette with an electrical cooker, a fridge and in some cases a dishwasher. The apartments usually have a balcony.

#### Mezzanine or cabin

A number of studios and apartments are equipped with a mezzanine. This is a sleeping area on a semidetached floor. A cabin is a separate sleeping area without a window and can usually be sealed with a sliding door.

#### **Economy rooms**

We are always looking for the best deals and that's why we have secured a select number of rooms at various destinations at a special low price. These economy rooms can differ slightly in terms of location, design and size. However, the price is affordable. Please note: There are only a limited number of economy rooms available. You should book as early as possible in order to be able to take advantage of these deals.

#### Meal plan / board type

More detailed information can be found on the page of the accommodation in question. The descriptions provided below can differ in practice and should be regarded as a guideline only. If you have any questions about your meals, please email <u>info@sunweb.co.uk</u>.

Self catering (SC): stay only.

Bed and breakfast (BB): the arrangement begins with breakfast on the day after arrival and ends with breakfast on the day of departure.

Half board (HB): lodging, breakfast and dinner. This usually begins with dinner on the day of arrival and finishes with breakfast on the day of departure. Drinks are not normally included in for this board type. Note: If you are expecting dinner to be included on the day of arrival, please contact us via <u>info@sunweb.co.uk</u> so we can check with the hotel for you.

Full board (FB): lodging, breakfast, lunch and dinner. The arrangement begins with dinner on the day of arrival and ends with lunch on the day of departure.

All inclusive (AI): lodging, all meals, local alcoholic drinks and sodas and often snacks as well. The all inclusive arrangement differs per hotel and begins the moment you check in and ends on the day of departure when you check out.

Sunweb More Inclusive: lodging, breakfast, local alcoholic drinks and sodas and various snacks. The difference with the all inclusive option is that the lunch and dinner are usually not inclusive.

In most of the hotels the dinners consist of three or four course meals (sometimes with menu options) or a buffet. The meals are based on local cuisine. This means that they are different and often simpler than what you are used to back home. The breakfast is often limited to a bread roll, some jam and a cup of coffee or tea and the dinner is simple, comes with a limited amount of fresh vegetables and isn't always varied. It can occur that salad buffets included with a half board will be removed. Outside of peak season a course might be removed. At a low occupying rate your meals might be served à la carte instead of as a buffet. Especially in smaller hotels and pensions there is a possibility that you might have to share the same table with other guests. In case you are on a special diet we will inform the accommodation in question. You should take into account however, that the more basic hotels in particular might not be able to cater for you. A vegetarian diet often means that you don't eat meat on location. Meat substitutes as we know from back home are often unavailable. Sunweb cannot take responsibility for, nor guarantee, any special dietary requests that have been made. For the Christmas and New Year dinner you might need to pay a surcharge in advance or on the spot. Please note that a meal can be cancelled in the event of unfavourable arrival times; you will not be served dinner if you arrive after the dining room has closed.

#### Facilities

In the description of the different accommodations you will find a summary of the facilities. Please take into account that there is often a small fee for the usage of certain facilities such as the sauna and solarium, deck chairs and air conditioning. If no costs have been mentioned in the description, it could be that they were not known to us at the time of publishing. However, guests might still have to pay for facilities on destination. It is possible that some facilities like night clubs are closed outside of peak season due to a lack of interest. You can almost always hire a locker at the reception for your valuables and important documents. You may have a locker in your room/apartment. There is usually a fee attached to using the lockers. We strongly advise you to make use of the lockers in order to avoid losing important items during your holiday.

#### Distances

The distances listed with the accommodations for the ski lifts, the centre and points of interest are always taken as the crow flies. This means that the actual distance by foot or car can differ. It is sometimes necessary to use stairs or steep roads to reach the destination.

#### **Preferences and essences**

Sunweb will do its best to fulfil any special wishes stated with the booking. Unfortunately we are dependent on the actual service provider, like the carriers and the accommodation providers, and Sunweb can never guarantee preferences. It can occur that the preferences you have given with your booking are not possible entirely. In that case this information was not known to us in advance. We also cannot guarantee preferences that relate to medical conditions.

#### Babies

If an accommodation states that there are baby cots available, this always involves a limited number. Therefore Sunweb Holidays can only treat this as a preference. This means that Sunweb Holidays cannot guarantee that there will actually be a baby cot present during your stay.

#### **Special Facilities**

The accommodations we offer are usually not equipped with special facilities for disabled persons. This does not mean that disabled persons are not welcome. On the contrary, but the lack of these facilities cannot be held against us. An adjusted room or a preference for the location of a room is always a preference. Sunweb cannot be held responsible for this. Please let us know if you have any special requirements. Our customer service team contact the accommodation on your behalf and share the response with you.

ABTA produced a checklist which has been designed as an aid to check the suitability of the accommodation and transport facilities in a resort to which you may be interested in travelling. If you have any special requirements, please complete this checklist in order to help us assess the suitability of your destination to

your specific needs. Please call us or send us an email to obtain a copy of this checklist and to discuss your needs.

#### Pets

Some accommodations allow you to bring a pet. You can find this and the costs in the description of the accommodation of your choice. Please note: you need to have an animal passport if you are transporting a dog or cat to another country. If you would like to take your pet, please let us know when you make the booking, in step 4 of the booking remarks. Please note that if you are taking a pet with you on a flights booking with Sunweb, there may be extra costs that will need to be paid to the airline or the transfer company.

#### Linen

If you are staying in a hotel then the bed linen and bath towels are included in the total costs. You usually use the bed linen throughout the week; towels may be changed. With the apartments it is depends on the accommodation. You can find this clearly stated in the description on the Sunweb website. If sheets are not included you can often hire them on location (approx.  $\in$  10,- p.p.) or bring your own. You can request this when you are making a booking in Step 4. Towels are often listed separately, please check this carefully. It is advised to bring extra bath towels yourself because the bath towels will not be changed during the week. More information can be found under the header 'facilities' of the accommodation. *PLEASE NOTE: In France, it is normal to make your own bed, even if the linen is included in the holiday price.* 

#### **Cleaning service**

Under the header 'facilities' you will find an overview of the number of times per week that your room/apartment will be cleaned. This overview is meant to give an indication only. There might be some changes to the cleaning schedule in relation to holidays.

In the apartments you are usually responsible for your own cleaning. These are guidelines. At the end of your stay you need to thoroughly clean the apartment or studio before handing it over. If you fail to do so, an amount varying between  $\in$  30,- and your entire deposit will be held back. Some accommodations issue a fee for hygiene checks. This fee includes the use of cleaning liquids, vacuum cleaners and toilet paper. The costs for the final cleaning are often obligatory.

#### A reservation

A holiday abroad means different people, a different culture, different food and loads of fun. However, it is essential to manage your own expectations. If you chose a basic accommodation and paid the lowest price you could find, then you should not expect the comforts and facilities of a luxurious four/ five star hotel. At Sunweb, the price of the accommodation almost always links to the quality of the apartments/hotel. Of course, during the peak season even the most basic options can seem expensive. It is your responsibility to asses the suitability, as we all have different standards. Please remember that the opening times of shops and entertainment venues vary throughout the season.

#### **Noise Pollution**

If a description mentions lively surroundings, a central location or the presence of a (pool) bar, this usually means that there will be some level of noise in the communal areas as well as in your room/apartment. Many accommodations organise activities during the day as well as in the evening. We try to mention such activities/animations in our description. Peace and quiet cannot be guaranteed, even after midnight. Unfortunately, noise pollution due to construction is unavoidable. In the case that there is construction work taking place in the accommodation, we will always try to inform you in advance. Unfortunately, it can happen that there are fellow holiday makers who are causing a disturbance. We have no influence on this. It can also occur that you (knowingly or not) cause a disturbance. Our hostess or the hotel management may request you to adjust your behaviour. If the complaints persist the hostess or the hotel management have the right to remove you, or to have you removed, from the premises. You are responsible for the consequences of your own actions.

#### EXTRAS

#### Lift pass

Almost all of our packages include a 6 day lift pass. The "issue and use" of the lift passes are always in accordance with the terms and conditions of the ski lift company. It is often not possible to change the terms of the lift pass on location. Sunweb Holidays is in no way responsible for lost ski days as a result of closed lifts or other unforeseen events. If, for whatever reason, you cannot use your lift pass for one or more days you should contact the lift company on location to pursue a possible refund. It is not possible to arrange this with Sunweb Holidays once you get back to the UK. The lift pass is usually activated the day after arrival. For Mini Ski or Midweek Breaks the lift pass will be activated on the day of arrival. You can often book an extra 7th day on location; the prices listed on the Sunweb website are only valid if you upgrade with Sunweb before you go.

Prices on location tend to be higher. Don't forget to bring a passport size photograph for your lift pass (if required) even if you are entitled to a free lift pass. If you are entitled to a children or senior discount you need to have a valid ID-card at the ski lift. You do need a photo for your lift pass (unless stated otherwise).

#### Ski/Snowboard hire

All of the following terms are applicable for all resorts, relating to equipment hire:

- If your shoe size is larger than size 10 (UK) Sunweb Holidays cannot guarantee that the right size will be available and we recommend that you hire your boots back home. Snowboarders are advised to hire their board at home too since a shoe size larger than size 10 also requires a wider snowboard.

You can take out a special insurance policy on location against theft and damage of the equipment (check the exact terms and conditions on location). Sometimes, Sunweb runs promotions with regards to free ski equipment hire in France. Please take note of the terms and conditions of the specific campaign.

#### Ski/Snowboard lessons

Sunweb Holidays has made special agreements with the ski schools; you will need to conform to the times that Sunweb Holidays has agreed with the ski schools (the lessons are often during the afternoon). During (French) holiday periods the lessons times can differ from standard times. If lessons on location end up being cancelled due to low participation then Sunweb will reimburse the fees you have paid for this. If this happens, you will have to arrange your own lessons directly with the ski school. Sunweb is not responsible for any extra costs you may be charged by the ski school when you arrange the alternative.

### Ski lessons will generally be provided as part of a group. The size of the group differs based on the amount of participants and the destination.

The ski instructors of the ski lessons speak at least English and their own native language. Sometimes. We cannot guarantee the level of English spoken.

#### Seasonal influences

It is not uncommon that seasonal influences can affect your holiday, especially if it is booked in the first or last weeks of the ski season. These seasonal influences can lead to more limited openings of the pistes, lifts, shops, entertainment venues or facilities as well as the possibility of worse snow conditions. Sunweb is not liable for these circumstances.

#### INSURANCE

It is a condition of booking that you have adequate travel insurance offer cover for (but not limited to) delayed departure (outbound and inbound), too much snow as well as too little, resort closure and hire equipment. No liability will be accepted by Sunweb Holidays for any clients travelling without adequate insurance. If you have purchased insurance through Sunweb you are covered by ERV. You can call them on the Emergency Assistance Helpline.

#### LOST PROPERTY

Sunweb Holiday cannot be held responsible for missing luggage. If you have forgotten something important in your accommodation you can notify Sunweb Holiday's office. You can do this up to one week after arriving back home. All the enquiries submitted after this first week back home, will not be dealt with.

#### UNSATISFIED OR COMPLAINTS

If you have a complaint about your holiday with Sunweb, you must first contact the Sunweb guide at your destination. Please check your travel documents for their contact information. If you are not satisfied with your accommodation in any way, in addition to contacting your Sunweb guide, please also report this immediately to the reception of your accommodation. If your destination does not have a Sunweb guide, please contact our customer care team to communicate your complaint.

If your complaint has not been dealt with to meet your satisfaction, then it is essential that you fill in a complaint form. This form, accompanied by motivation in writing, should then be reported via email. At the latest Sunweb must receive this within 1 month after your holiday has finished.

Sending the complaint form without any further evidence will not be sufficient to have your complaint investigated further. The complaint should be sent through to:

*E-mail: customercare@sunweb.co.uk General Sunweb phone number: +442031708206* 

We are a Member of ABTA, membership number Y3497. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at http://ec.europa.eu/consumers/odr/. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved."

#### SUNWEB ON DESTINATION?

Our team of tour guides are internationally oriented. They all speak English (and their own native language). We strive to offer tour guide service in English in every destination. In some cases this is unfortunately not possible to guarantee the level of English spoken. Please note: Sunweb **does not** have have reps in every destination.

#### RELIABLITY

#### **Financial protection**

The Package Travel, Package Holidays and Package Tours Regulations require us to provide security for the amount that you have paid for the package holidays booked from Sunweb and for your repatriation in the event of our insolvency. For all packages, we provide this security by way of bond held by **ABTA** and **SGR**.

#### ABTA – ABTA number is Y3497

We are member of ABTA. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at <u>www.abta.com</u>.

#### SGR - SGR number is 1966

Your holiday is financially protected by an institution called SGR. You can find the conditions <u>here</u>. SGR will send these conditions on request.

At the acceptance of the Sunweb general terms, you agree to accept that in the event of our insolvency ABTA and/or SGR 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 booking. You also agree to accept that in circumstances where the travel service supplier 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 and or SGR's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

#### Standard information form for package travel contracts

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Sunweb Group GmbH will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Sunweb Group GmbH has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under Directive (EU) 2015/2302.

https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&from=EN

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

Travellers will receive all essential information about the package before concluding the package travel contract.

 $-\,$  There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

 Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

 Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

— The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

— Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

 Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

 Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

— If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

 Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

- The organiser has to provide assistance if the traveller is in difficulty.

— If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Sunweb Group GmbH has taken out insolvency protection with the Association of British Travel Agents (ABTA) and the Stichting Garantiefonds Reisgelden (SGR). Travellers may contact these entities (ABTA Ltd, 30 Park Street, London, SE1 9EQ, tel. 020-31170599, website: www.abta.com / Stichting Garantiefonds Reisgelden, Admiraliteitskade 73, 3063 ED Rotterdam, tel. 003110-4146377, email: sgr@sgr.nl) if services are denied because of Sunweb Group GmbH's insolvency.

Directive (EU) 2015/2302 as transposed into The Package Travel and Linked Travel Arrangements Regulations 2018:

http://www.legislation.gov.uk/uksi/2018/634/contents/made