# **TERMS AND CONDITIONS - SUNWEB**

When you finalise your booking with Sunweb, you are confirming that you agree with our booking conditions. It is therefore important that you have read these conditions carefully before making the booking. Sunweb assumes that in addition to your own conditions, you are also aware of the conditions of the transport company and the conditions of other added options if they apply to your booking. In addition, Sunweb assumes that you have read all information relevant to your trip on our website.

# **COMPANY INFORMATION**

### Your tour operator:

# Sunweb Group GmbH

Schützengasse 4 CH-8001 Zürich Switzerland

Registered company nr: CH-020.4.049.544-0 VAT nr: CHE-178.977.909 MWST

ABTA membership number: Y3497 ATOL license number: #11956

# Your local travel agent in the United Kingdom:

# Sunweb Group UK Ltd.

Registered office: 83 Victoria Street, SW1H 0HW, London, England Registered company no: 7306909

Tel: +442031708206 Email: info@sunweb.co.uk Website: www.sunweb.co.uk/ski

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 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 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 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 cannot be held responsible.

Sunweb 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 otherpublication will be corrected on Sunweb' 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. We appreciate that you trust us to handle and protect your personal data. With regards to the General Data Protection Regulation (GDPR), we kindly request that you inform your fellow travellers about our privacy policy. Our <u>privacy policy</u> explains exactly how the personal data of you and fellow travellers is handled.

### Withdrawal

Our offer is without obligation and, if necessary, can be withdrawn by us also after your acceptance of the offer and any confirmation. By means of our withdrawal the booking agreement will terminate automatically and with immediate effect and you can no longer claim this. In the event of a withdrawal you will only have the right to a prompt refund of any money paid. A withdrawal must be made by us as soon as possible, but in any event within 24 hours (trips to Europe and the Mediterranean islands) or within 48 hours (trips to other destinations) after the day of acceptance by the traveller, stating reasons. If the period ends on a Sunday or Public Holiday, the period will be extended to the next working day. See paragraph 'free cancellation' for your option to withdraw the confirmed trip.

### **Target audience**

Sunweb offers its holidays and services online via its websites to consumers and other end customers. Our offers are expressly not intended for resale. If we notice that a booking conflicts with this principle, Sunweb reserves the right to immediately cancel the booking. Costs might be involved.

### Copyright

Copyright 2013 Sunweb. Nothing from Sunweb' 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.

### 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 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 <u>www.sunweb.co.uk/ski</u> 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 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.

# Booking and paying for your holiday

**Self-drive holidays:** The moment you provide all your details and have agreed to the terms and conditions, Sunweb regards this as a final booking. If there are changes or cancellations our terms and conditions are applicable. For self-drive holidays, you are not required to pay a deposit during the booking steps. The deposit is due upon receipt of the invoice.

**Flight holidays:** You will be required to pay for your flights in addition to the standard deposit of 30% in order to confirm this reservation. If there are changes or cancellations our terms and conditions are 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. 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 of any personal circumstances (such as reduced mobility or dietary requirements) for all participants.

You are obliged to comply with all instructions given by or on behalf of Sunweb and you are liable for damage caused by your actions. If you cause or can cause such nuisance that the proper execution of the travel agreement is or can be made more difficult or if your behavior poses a danger to yourself, your fellow travelers or parties that deliver to you (part of) the trip, Sunweb can exclude you from (continuation of) (part of) the trip. The resulting costs are at your own expense.

# **Contact details**

When you book with Sunweb, 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 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.

# 3. Exchange guarantee (Standard and Premium)

The exchange guarantee allows you to rebook free of cancellation costs.

- The Standard Exchange guarantee is included in every self-drive package, the Premium Exchange guarantee only applies when ordered at the prevailing price.
- The Standard Exchange guarantee can be used once, the Premium Exchange guarantee can be used twice.
- The Standard Exchange guarantee can be used up to six weeks before departure, the Premium Exchange guarantee can be used up to two weeks before departure.
- The Standard Exchange Guarantee only applies to self-drive holidays, the Premium Exchange Guarantee applies to all packages, including packages that contain non-flexible flights.

The following terms apply to both the Premium and the Standard Exchange guarantee:

- The Standard Exchange guarantee and the Premium Exchange guarantee only apply to self-drive packages.
- Exchanging means that your holiday can be rebooked to another package holiday (at the same destination or a completely different destination) and/or a different departure date without giving any reason and without cancellation costs. This is only valid on the offers available on the websites of our brands.

- Rebooking to the exact same holiday is not possible.
- You pay the travel sum that applies on the day of the rebooking. If your new booking is more expensive than your original booking, you will pay us the difference. If your new booking is cheaper than your original booking, we will issue an exchange voucher valid for 12 months. This voucher can be used to book extras (luggage, car rental, insurance), a new holiday or a refund after 3 months on your request. The voucher is strictly personal and not transferable to a third party. It is not possible to make an exchange when a holiday has already been cancelled.
- The early booking conditions expire in case of flexible exchange after the early booking period. After rebooking your holiday, the right to the cooling-off period (also known as free cancellation within 3 days) does not apply. If you decide to cancel the new booking yourself, the regular cancellation costs will apply.
- Sunweb reserves the right to suspend or terminate the offering or execution and possibly take legal action if it suspects improper use of the guarantee.

# Cancellations

# 1. Free cancellation:

Sunweb offers a 3-day free cancellation period for self-drive holidays booked outside 10 weeks before departure. You can easily cancel your booking via My Sunweb.

Example: if you booked your holiday on Monday, you can cancel your booking free of charge until Thursday 11:59 PM.

Sunweb does not offer free cancellation on:

- Bookings made within 10 weeks before departure
- Flight packages

# 2. 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 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 <u>date you notify us of your cancellation</u>. It relates to the number of days before departure. These charges are a percentage of the total cost of your booking. You may be able to claim for the cancellation charge from your travel insurance, please check your policy. In case of a cancellation, in addition to the costs of non-flexible flights (if applicable), the following cancellation costs will be charged:

- Up to and including 43 days before departure: 30% of the travel sum
- Between 42 days (included) and 21 days (included) before departure: 60% of the travel sum
- Between 20 days (included) and 7 days (included) before departure: 80% of the travel sum
- From 6 days before departure up to and including the day of departure: 100% of the travel sum

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.

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

All non-flexible 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 traveler's package price. With a partial cancellation, the remaining traveler'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, evenif 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.

# **Payment and deposit**

# 1. General payment and deposit:

# 30% of the holiday price = deposit

The general deposit payment is 30% of the holiday price, and is due as soon as the invoice has been issued. Your deposit is payable once your booking is confirmed and you have received your invoice. Your deposit is not required at this stage of the booking process. If you book your holiday within 6 weeks of departure, the full amount will be due immediately upon receipt of the invoice.

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

### 100% of the flight price with luggage + 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 fees. In addition to the cost of the flights; you will have pay 30% of the other package elements. If flights are included in your booking, you will be required to pay for these in addition to the standard deposit, before your booking is confirmed. You will be requested to pay this amount as part of booking step 4. The remaining amount is to be paid to Sunweb 6 weeks before departure at the very latest. If you book your holiday within 6 weeks of departure, the full amount will be payable to confirm your holiday.

# **Travel documents**

When Sunweb has received the full payment the travel documents will be sent to you by email; approximately one week 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>

<u>If you are not a citizen of the UK</u> you should always contact the embassy of the country you intend to visitin order to find out whether or not you need a visa. It is at all times your own responsibility to carry valid documents. Sunweb 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 traveldata, 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 preventivemeasures 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 careand medical treatment in most EU countries can be found in the leaflet 'Health Advice for Travelers' availablefrom 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-dateinformation you can check the Foreign Travel Advice site: www.gov.uk/foreign-travel-advice

#### 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. Ifyou agree with the Sunweb Terms and Conditions, you also agree to these *General Conditions of Carriage*.

### **Flight holidays**

Sunweb UK offers a range of flight packages to different destinations. All flights are booked through one of our airline partners. We refer to our <u>flight info</u> page for all necessary information and requirements in relation to:

- Luggage (checked & carry-on)
- Ski carriage
- Online check-in
- Name change

#### **Holiday duration**

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.

#### Transfers

During the booking process you will be given the option to book a transfer. The transfer is not generally included unless otherwise stated in the itinerary. 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. All information regarding the transfer (meeting point, departure times etc) will be explained on your travel documents. The transfer will drop you off in the resort area; you may not be dropped directly outside your accommodation. Information about your return pick-up time will be sent to you via text message.

Every person who will be in the transfer vehicle will need to book a transfer and pay our prediscounted 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 1) is not always available for babies.

PLEASE NOTE: Transfers cannot be added if you book a last minute package, departing <u>within 8</u> <u>days</u>. This will be mentioned during Step 2 of the booking process.

# CAR HIRE

Sunweb collaborates with Sunny Cars at all destinations. The <u>general terms and conditions</u> <u>of Sunny Cars</u> apply to your booking.

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.

### SELF DRIVE

Please make sure that you have checked the conditions of the roads before you leave home. 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 tires. You should inform yourself well about driving toalpine 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.

### THE ACCOMMODATION

We refer to our <u>accommodation info</u> page for all necessary information and requirements in relation to:

- Arrival and departure times
- Accommodation types & interior
- Meal plan
- Facilities incl. luggage room, lockers
- Cleaning services and linen
- Deposit & tourist tax
- Preferences & essences
- Distances
- Noise pollution

# EXTRAS

# Lift pass

Almost all of our packages include a 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 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 Sunwebonce 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; theprices 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 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 has made special agreements with the ski schools; you will need to conform to the times that Sunweb has agreed with the ski schools (the lessons are often during the afternoon). During (French) holiday periods the lesson times can differ from standard times. If lessons on location end up being cancelled due tolow 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 lastweeks of the ski season. These seasonal influences can lead to more limited openings of the slopes, lifts, shops, entertainment venues or facilities as well as the possibility of worse snow conditions. Sunweb is not liable for these circumstances.

### LOST PROPERTY

Sunweb cannot be held responsible for missing luggage. If you have forgotten something important inyour accommodation you can notify Sunweb'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 yourdestination. Please check your travel documents for their contact information. If you are not satisfied withyour 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 thelatest 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 complaintinvestigated further. The complaint should be sent through to:

E-mail: <u>customercare@sunweb.co.uk</u> General Sunweb phone number: +442031708206

We are a Member of ABTA, membership number Y3497. We are obliged to maintain a high standard of serviceto 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 <u>does not</u> have reps in every destination.

#### RELIABLITY

### **Financial protection**

The Package Travel 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.

### ATOL (package holiday incl. flight) - License number is 11956

We will provide you with financial protection for any package holiday including flight that you buy from us by way of our Air Travel Organiser's License number #11956, administered by the Civil Aviation Authority. 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 claim 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.

The price of your holiday includes the amount of  $\pm 2.50$  per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

### ABTA (package holiday excl. flight) – Membership number is Y3497

We will provide you with financial protection for any package holidays you buy from us that do not include travel by air by way of a bond held by 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 www.abta.com.

Sunweb reserves the right to change these terms and conditions.

Date of last change made: 01/11/2024