

**If you're booking a holiday with us, this agreement forms the basis of your booking. It includes all the details about payments, changes and cancellations.**

Skip to section:

1. [Your Financial Protection](#)
2. [Your Travel Booking and Holiday Contract](#)
  - [Paying For Your Travel Arrangements](#)
  - [Booking Confirmation](#)
3. [The Price You Pay](#)
4. [Insurance](#)
5. [If We Change or Cancel Your Booking](#)
6. [If You Change Your Booking](#)
7. [If You Cancel Your Booking](#)
8. [Our Liability, Conditions of Carriage and Limitations](#)
9. [Air Carrier Liability for Passengers and their Baggage](#)
10. [If You Have a Complaint](#)
11. [Privacy and Data Notices](#)
  - [Data Notices](#)
12. [Visa, Health, Passport, Travel Documentation](#)
13. [Conduct While Travelling](#)
14. [Your Accommodation](#)
15. [Contacting you](#)
16. [Departure Documents](#)
17. [Participation Requirements](#)
18. [Law & Jurisdiction](#)

All holidays are operated by TUI UK Limited trading as Crystal Ski, Company Number 02830117, having its Registered Office address at Wigmore House, Wigmore Lane, Luton, LU2 9TN and a member of the TUI AG group of companies (“the Company”, “we”, “us” or “our”). Our Agreement With You sets out what you are legally entitled to expect from us when you buy our travel services. Those travel services are as advertised by us but may also have restrictions set out in our 'Important Information' which should also be read carefully. Because we sell a wide variety of travel products, you should read our 'Important Information' and these terms and conditions carefully, before you book, to see how they affect your specific travel arrangements made by us.

**Insurance:**

**Please Note: Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.**

#### 1. Your Financial Protection

The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency.

We will provide you with financial protection for any ATOL protected flight or flight inclusive holiday that you buy from us by way of our Air Travel Organiser's Licence number 2524, administered by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone [0333 103 6350](tel:03331036350), email [claims@caa.co.uk](mailto:claims@caa.co.uk) ('CAA'). Calls from UK landlines cost the standard rate, but from mobiles may be higher. Check with your network provider. 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 £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.

When you buy an ATOL protected flight or flight inclusive package, all money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

When you buy arrangements other than an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on our behalf at all times.

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, 30 Park Street, London, SE1 9EQ, Tel: [020 3758 8779](tel:02037588779), [consumerprotection@abta.co.uk](mailto:consumerprotection@abta.co.uk). Calls from UK landlines cost the standard rate, but from mobiles may be higher. Check with your network provider. For further information, visit the ABTA website at [www.abta.com](http://www.abta.com).

If you book arrangements other than an ATOL protected flight or a package holiday, the financial protection referred to above does not apply.

We are a Member of ABTA, membership number V5126. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

## 2. Your Travel Booking and Holiday Contract

To make a booking you can contact us in several ways; directly over the telephone, via our website at [www.crystalski.co.uk](http://www.crystalski.co.uk) or through an approved Travel Agent. Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. You must be 18 years old and possess the legal capacity and authority to book as the lead name and travel on holidays with us and take up the offers advertised by us if they are still available. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations. Any person who is under 18 years old must be accompanied by an adult on his or her journey. There may be other restrictions and conditions on some offers, but these are explained in the details of those offers.

It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking. We cannot accept any liability for tickets lost in the post. Departure Documents may be in paper or email form depending on your chosen holiday. If requested in the Departure Documents or locally provided holiday information, you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.

For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your tour price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name records (PNR) or

Advance Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name – as shown in your pass- port or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information to the airline between 6 months and 24 hours before departure.

In addition, if your holiday includes a flight, you are also responsible for (a) notifying us prior to the time of booking of any personal circumstances and needs pertaining to a person included in the booking including, without limitation, whether any such person is not self reliant or is a person with reduced mobility - for example if you, or a member of your party, have difficulty in walking 500 metres; and (b) notifying us at any time from the time of booking until 48 hours prior to the flight's departure by calling our call centre if any person travelling on the booking has ceased to be self reliant or a person with reduced mobility or if a person previously reported to be with reduced mobility or as not being self reliant does no longer fall into either category.

### **Paying For Your Travel Arrangements**

You will be required to pay a deposit to us for each person when you book unless this is within twelve weeks of departure when the full amount for the booking is payable. The deposit amount will be specified by us or your travel agent when your booking is made. If it is not specified then it will be the amount that we ask you to pay when you book, even if this is 100% of the holiday price. If you pay less than the deposit under a low deposit booking scheme, then this is only part of the deposit referred to in this paragraph. You may also be required to pay for any non-transferable and non-refundable items such as special air fares, and any other applicable supplements due at the time of booking. Some airfares are booked at especially competitive rates to which airlines may attach severe restrictions. You may be asked to pay for these in full at the time of booking and they may be non-refundable in the event of cancellation. Details will be given at the time of booking. The remaining balance will be due on cancellation or date specified at time of booking or on your Confirmation Invoice.

Within two weeks of booking, we will send you a Confirmation Invoice showing how much you owe us. You must pay the amount on the last Invoice issued by us, at least twelve weeks before you go on holiday. If you don't, we reserve the right to treat your booking as cancelled and to charge you a cancellation charge up to 100% of the total on that last Invoice, in accordance with the [scale in section 7](#).

If you pay money for your booking to a travel agent appointed by us, they will hold that money as our agent from the time they receive it until they pay the money to us. Telephone bookings may incur an additional charge, check at time of booking.

There are no charges for payment by credit card or debit card.

Please note: Cheques are acceptable as long as they are received by the due date. If a cheque payment is received after the due date, this may be returned to you in exchange for a banker's draft, bank transfer or card payment. Cheques and banker's drafts must be made payable to TUI UK Limited and sent to: Crystal Ski Finance, Wigmore House, Wigmore Lane, Luton, Bedfordshire, LU2 9TN. Please ensure that you write your Booking Reference number on the reverse of your banker's draft.

### **Booking Confirmation**

When you or (if you are booking through a travel agent) your travel agent ask for your booking to be confirmed, if we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your deposit payment. We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc). In these instances we may issue a Confirmation Invoice.

However, a contract for arrangements that have not been confirmed on that invoice will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Confirmation Invoice is not correct tell us or your travel agent immediately. If there is an obvious error on the Confirmation Invoice we reserve the right to correct it as soon as we become aware of it, but we will do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund.

When you receive the Booking Confirmation and Invoice and your Departure Documents please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. Travel documents will be sent or emailed to you (to the address given to us by the lead name at the time of booking) approximately two weeks before your departure, and will not be issued unless payment of the due balance has been received and any cheques have cleared. Bookings made 14 days or less before departure incur a £15 per person administration charge and tickets will not be sent out by post but will more than likely have to be collected at the airport on the day of departure.

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all EU rights applying to packages. We will be responsible for the proper performance of all the travel services included in the package.

### 3. The Price You Pay

All guide prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. Prices on our website are updated regularly and can go up or down. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it. Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation and Invoice. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested. We reserve the right to increase the price of your holiday after you have booked but no later than 20 days of your departure date stipulated and will forward an Amendment Invoice reflecting any changes made and will provide you with justification and a calculation of how the increase has been calculated. After a Confirmation Invoice has been sent to you, any increase to your holiday price will only be as the result of the direct consequences of changes in:

1. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
2. the level of taxes or fees on the travel services included in the package travel contract imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
3. the exchange rates relevant to the package.

An administration charge and any relevant travel agent's commission is included within these amounts.

If any of the costs detailed above decrease before your departure date, you will be entitled to a price reduction and will receive a refund of the amount due less any administrative expenses we have incurred.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges. You will be charged for the amount over and above that, plus any administrative expenses together with an amount to cover agents' commission.

If an increase is more than 8% of the price of your travel arrangements, you may either 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 you may cancel your holiday booking and receive a full refund, except for any amendment charges.

Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges, but we will refund in full amounts exceeding such 2%, less any administrative expenses we have incurred. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

In all cases, we will only consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Dates and itineraries shown for tours are indicative only and subject to change. Air Passenger Duty "APD", which is payable by all passengers departing from UK airports, is included in the price of your holiday/flight ticket. Children under 12 (under 16 from March 2016) are exempt when travelling in economy class. The price of your holiday will include APD for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking.

#### 4. Insurance

Adequate and valid travel insurance for your chosen itinerary is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you and produce it if reasonably requested

by Company employees or suppliers. You must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your holiday.

Our representative abroad has the right to see the policy so that appropriate advice and assistance can be given. Clients in breach of this condition will be deemed to have indemnified the Company for any loss incurred by the Company as a result of such breach and such costs will be redeemable from them.

#### 5. If We Change or Cancel Your Booking

We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.

We plan the arrangements for your holiday many months in advance and may occasionally have to cancel your holiday or make changes, most of which are minor. Flight timings and carriers shown in the brochure are for guidance only and are subject to change. Your Booking Confirmation 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. A change of carrier or type of aircraft will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible. Whether a change is 'major' depends on the nature of the holiday and may include: a price increase of more than 8%, or a significant change to any of the main characteristics of the travel services including a significant change of destination, a change in accommodation to that of a lower category; a change in time of your scheduled departure or return flight by more than 12 hours (but not a flight delay); or a change of UK departure airport (excluding changes between London, Ebbsfleet and Ashford stations). 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 change is for more than 24 hours. These changes are only examples and there may be other significant changes which constitute major changes. When a major change occurs, you will have the choice of either:

- accepting the change, or
- accepting 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
- cancelling your holiday, in which case you shall receive a full refund of all monies paid.

We may also have to cancel your travel arrangements for example, if you do not pay the balance of the holiday price on time. Operation of some holidays are dependent on a minimum number of persons booking the holiday. If that number is not achieved and we have notified you of the minimum number required, we reserve the right to cancel the holiday. In these circumstances we'll let you know based on the duration of your holiday as follows:

#### Duration of your package

#### Notice of cancellation

More than 6 days	20 days before departure
2 – 6 days	7 days before departure

**Duration of your package****Notice of cancellation**

Less than 2 days

48 hours before departure

However we will not cancel your booking less than 4 weeks before the scheduled departure date except for reasons of force majeure (as defined below), if there are not enough people booked on your holiday, or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control. If we cancel your holiday, except where this is because you have not paid, you can either have a refund or accept a replacement holiday from us of equivalent or similar standard and price, if we are able to offer you one. We may offer you a replacement holiday from another company in our group. Should you choose this option the terms and conditions of your holiday will not change and these conditions will still apply to your booking.

If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

Where we make a major change to or cancel your holiday, except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, flight schedule changes, third party resort development, failure on your part to pay the deposit and/or final balance or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked holiday departure we tell you of a major change:

<b>Direct clients</b>	<b>Agents</b>	<b>Compensation payable per person*</b>
More than 84 days	More than 70 days	£0
29-83 days	29-69 days	£10
15-28 days	15-28 days	£20
8-14 days	8-14 days	£30
0-7 days	0-7 days	£40

This standard compensation payment will not affect your statutory or other legal rights.

\*We will only make one compensation payment for each full-fare-paying adult in the holiday booking. Any children not paying the full adult fare will receive compensation on a pro rata basis of the adult fare. Children using a free child place will not receive any standard compensation payment.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs

in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your Departure Documents. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

Circumstances amounting to “force majeure” include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, flood, epidemics, health risks or pandemics illness and any other similar events.

In the unlikely event that there are any changes made to other holiday arrangements, we will try to tell you before you go, although we are not obliged to do so, nor are we obliged to compensate you. If your booking for other holiday arrangement are cancelled we will do our utmost to ensure you receive a full and prompt refund of the price of these arrangements.

#### 6. If You Change Your Booking

You must ensure all names and details are entered correctly at the time of booking. You will receive an invoice once your booking is confirmed and must contact us straight away if there is something that you need to correct, or if you don't receive an invoice within 7 days of confirming your booking.

You may transfer your booking to another person, providing the following conditions are met. Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

- You provide us with at least 7 days' notice and authorise the change in writing, which includes email
- The new lead passenger accepts the transfer and the terms of Our Agreement
- That person complies with the terms of the existing booking
- That person has valid holiday insurance – you cannot transfer your holiday insurance to the new lead passenger.

We'll charge amendment fees to change a name on a booking these will be added to the new invoice. The new lead passenger, and you, should they fail to pay, will be responsible for the payment of any balance due on that new invoice.

We charge an 'Amendment Fee' for each detail of your booking we allow you to change, see guide to our amendment fees table below. Please note that more major changes, for example changes which result in your holiday ceasing to be a Package Holiday will be treated as a cancellation and incur the appropriate charges in line with [Section 7](#). Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

When changing your holiday details, the price of your new travel arrangements will be based on the price on the day that your original booking was made.

Some accommodation is priced according to the number of people staying there. If your party size changes, we'll recalculate your booking cost based on the new number of people going. If fewer people share the accommodation, then the cost per person may go up. This extra cost isn't a cancellation charge, and it isn't normally covered by insurance. For the passengers no longer travelling they will also incur the appropriate charges in line with [Section 7](#).

Some arrangements cannot be removed once they have been added to your booking. These include: transfers, flight options, children's activities, accommodation options such as room/board upgrades and late checkout rooms. Certain extras, such as excursions, theme park tickets, lift passes and airport extras may be non-refundable. We will make this clear when you book those arrangements. Please check with us if you are unsure at the time of booking.

### Guide To Our Amendment Fees

Changes	More than 71 days to departure	29–70 days to departure	28–15 days to departure	14–0 days to departure
Name correction (same person travelling)	No charge *	No charge *	No charge *	No charge *
To change a name, passenger or passenger type	£25 per person *	£25 per person *	£25 per person *	£25 per person *
To change accommodation, flight time, airport, duration and/or to travel earlier than planned*	£35 per person	£50 per person	90% of original cost	100% of original cost
To travel later than planned	£35 per person	Cancellation charges apply ( <a href="#">see section 7</a> )	Cancellation charges apply ( <a href="#">see section 7</a> )	Cancellation charges apply ( <a href="#">see section 7</a> )

\* Please note that this grid refers to Crystal fees. Some airlines may also apply a charge for name changes, or may treat a name change as a cancellation.

#### 7. If You Cancel Your Booking

If you want to cancel your booking or part of it, you or your travel agent must advise us. Once we receive your notice of cancellation you should expect to receive a Cancellation Invoice within 14 days. If you do not then please contact us in writing. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your travel arrangements, we make a cancellation charge on the scale shown below. These charges are a percentage of the total cost of your booking. 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 less we will charge. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs.

Please note that for certain travel arrangements the cancellation charge may be higher than those shown. In certain cases, a 100% cancellation fee applies as soon as the booking is made and the

ticket is issued. Please ask for full details of cancellation charges at time of booking. You may be able to claim for the cancellation charge from your travel insurance, please check your policy.

Please note: All scheduled flights are non-refundable.

### **Cancellation Charges**

These charges are based on how many days before your booked departure we receive your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium.

<b>Period before departure when notice of cancellation is received</b>	<b>Percentage of total booking price</b>
--	--

70 days or more	Loss of deposit*
63-69 days	30%*
49-62 days	50%*
29-48 days	70%*
15-28 days	90%*
0-14 days	100%*

Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid.

\* Where the standard deposit is increased to secure specific facilities or an additional payment has been made for transport airline tickets (see Section 10 and 12 above) and these are non-refundable in whole or in part, 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.

### **8. Our Liability, Conditions of Carriage and Limitations**

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.

If you suffer injury, illness or death directly as a result of the services provided as part of your holiday we may make a payment to you. We will not make any payment if your injury, illness or death was caused by an event or circumstances which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care. We will not make any payment if your

illness, injury or death was your own fault. If we do make a payment, it will be similar to one you would receive under English law in an English court. You must tell us and the supplier involved about your injury or illness and complete a report form while you are in the resort (see [section 10](#)). You should also contact our After-Travel Team at Crystal Ski Holidays, DST House, St Marks Hill, Surbiton, KT6 4BH, or email us at [aftertravel@crystalholidays.co.uk](mailto:aftertravel@crystalholidays.co.uk) about your claim within three months of coming home from your holiday, to allow us to investigate it properly and cooperate with us so as to enable us to carry out such investigations. Please include a letter about your injury or illness from your doctor.

Our liability, except in cases involving personal injury or damage caused intentionally or with negligence or which cannot be limited by law, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at TUI UK Limited t/a Crystal Ski, Legal Department, Wigmore House, Wigmore Lane, Luton, LU2 9TN.

We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled, or related to any consequential loss not directly connected to the contract with us.

If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

Under EU law, European Community Regulation (EC) No. 261/2004, you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation of or delay to flights. Full details of these rights will be publicised at EU airports and will

also be available from 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 travel arrangement from us. Your right to a refund and/or compensation from us is set out in these Booking Conditions. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 0330 022 1500 or at [www.caa.co.uk](http://www.caa.co.uk).

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us.

Where you or someone on your holiday is in difficulty, we will give you appropriate assistance without undue delay by:

0. providing appropriate information on health services, local authorities and consular assistance; and
1. assisting you to make distance communications and helping you find alternative travel; arrangements.

We reserve the right to charge a fee for such assistance if the difficulty is caused intentionally by you or through your negligence but any fee charged will be reasonable and will not exceed the actual costs we incur.

Should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us or you need to incur unpredictable extra expenses for which we are not liable because of unavoidable and extraordinary circumstances we shall, where appropriate and subject to our absolute discretion, try to help if we can. We may help everyone on your booking up to a total cost of £5,000 – as long as the following conditions are met:

2. You must ask us for such assistance within 90 days of the misadventure;
3. You must make a claim under your insurance policy's legal expenses or other appropriate section. You must show us proof that your insurance company has received your claim; and
4. in the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, you must repay us the costs actually incurred by us in giving this assistance.

We may operate holidays in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. The outline itineraries given for each holiday must be taken as an indication of what should be accomplished, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilised wherever possible.

Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

#### 9. Air Carrier Liability for Passengers and their Baggage

Flight notice, flight information and EU blacklist. This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of European Community legislation or the Montreal Convention, and it does not form part of the contract between the air carrier(s), us and you. No representation is made by the air carrier(s) or us as to the accuracy of the contents of this notice.

This information notice summarises the liability rules applied by European Community air carriers as required by European Community legislation and the Montreal Convention.

Compensation in the case of death or injury. There are no financial limits to the liability for passenger injury or death. For damages up to approximately 113,100 Special Drawing Rights ("SDRs") the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments. If a passenger is killed or injured, the air carrier must make an advanced payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

Passenger delays. In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs.

Baggage delays. In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs.

Destruction, loss or damage to baggage. The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage. A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee. Complaints on baggage. If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action. Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by European Community Regulation (EC) No. 2027/97 (as amended by European Community Regulation (EC) No. 889/2002) and national legislation of the Member States.

In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at [ec.europa.eu/transport/modes/air/safety/air-ban/search\\_en](http://ec.europa.eu/transport/modes/air/safety/air-ban/search_en). In accordance with European Community Regulation (EC) No. 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer if your booking includes flight(s). We do this by listing carriers to be used or likely to be used on the [Flights information section](#) of our FAQs.

The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.

Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

#### 10. If You Have a Complaint

You must inform us without undue delay, taking into account the circumstances of the case, of any lack of conformity which you perceive during the performance of the travel services included in the package travel contract. If you have a complaint whilst away, you must immediately notify the supplier of the service in question (e.g. your hotelier) and our resort representative, and complete a report form whilst in resort. If they are unable to resolve the problem, or a member of our staff is not available, you should contact us straight away by phone/fax/email and we will endeavour to assist. If you are still not satisfied on your return home, you must contact our After-Travel Team at Crystal Ski Holidays, DST House, St Marks Hill, Surbiton, KT6 4BH, or email us at [aftertravel@crystalholidays.co.uk](mailto:aftertravel@crystalholidays.co.uk) within 28 days of returning from your holiday, to allow your complaint to be investigated properly. Please write your holiday reference number on your letter/email, and include all relevant information, as well as your daytime and evening telephone numbers. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. 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](http://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](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at [ec.europa.eu/consumers/odr](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. If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour operators.

#### 11. Privacy and Data Notices

Your data will be processed in accordance with our [Privacy Notice](#).

##### DATA NOTICES

**Customer Data:** To provide your holiday and ensure that it runs smoothly, we (and your travel agent, if you use one) need to use information such as your name and address, special needs, dietary requirements, etc. Please be informed that we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies; we may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. When you make this booking, you consent to this information being passed to the relevant people. Information held by your travel agent is subject to that company's own data protection policy.

**Caricom API Data:** Please note that some or all of the Caricom states listed below have entered into an agreement with the USA whereby advance passenger data, required by and provided to Caricom states for border security purposes, will be passed to the USA Department for Homeland Security for processing on behalf of those Caricom states listed as follows: Anguilla, Antigua and Barbuda, The Bahamas, Barbados, Belize, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saint Lucia, St Kitts and Nevis, St Vincent and the Grenadines, Surinam, Trinidad and Tobago, Turks and Caicos Islands. Collectively members or associate members of 'Caricom'. The UK Information Commissioner's Office has accepted that this will not breach the Data Protection Act but that we are required to bring this to your attention.

**US Secure flight Data:** The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA Web site at [www.tsa.gov](http://www.tsa.gov).

Any likeness or image of you secured or taken on any of our holidays may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

#### 12. Visa, Health, Passport, Travel Documentation

It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking, particularly for late bookings. Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or the British Foreign Office for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/ region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries

will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en route so this should be allowed for with any passport/visa applications.

When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the US must have either; i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph) if your passport is issued after the 26 October 2005 and a Visa Waiver Form or ii) a valid passport and a valid visa which must be obtained before travel from the US authorities. The US authorities require passengers travelling under the Visa Waiver Programme to register for electronic travel authority on the Electronic System for Travel Authorisation (ESTA). If you have not applied for and received travel authorisation via ESTA prior to travel you may be denied boarding, experience delayed processing, or be denied admission at the U.S. port of entry. However, neither possession of a visa nor meeting the basic requirements for travelling visa-free on the Visa Waiver Programme guarantees admission to the US. As with most countries, the final decision is made by immigration officials at the port of entry. You can apply online by completing the application form at <https://esta.cbp.dhs.gov> and paying a fee. If you are refused boarding or denied admission at the U.S. port of entry, you will still be subject to our cancellation charges in accordance with the terms of our contract with you. For additional specifics about the Visa Waiver Programme please consult the Visa Waiver Programme information on the U.S. Embassy London website [www.usembassy.org.uk](http://www.usembassy.org.uk). We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure. Please Note: when you register for ESTA you must have a valid passport at the time of registration. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver Form must hold their own machine readable passport or e-passport.

Please note that the nationals of some countries can only travel to the US if they have a valid visa as they are not eligible for the Visa Waiver Programme. There is a \$14 fee per person charge which is payable by credit or debit card when applying.

When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under [Canada's eTA program](#), citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorization is cancelled, or (c) the day on which a new electronic travel authorization is issued to the applicant.

Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the British Foreign Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies.

### 13. Conduct While Travelling

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person. If the Captain of your flight or any of our resort staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from aircraft, or remove you from your accommodation or excursion. If you are disruptive and prevented from boarding your outbound flight in the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges ([see section 7](#)). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur. If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damage or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft for the purpose of removing you from the aircraft. Criminal proceedings may also be instigated.

The accommodation we arrange for you must only be used by those people named on your Booking Confirmation or Departure Documents. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

We expressly reserve the right to prevent you from participating in the excursions we provide, whether pre-booked or purchased in resort, if in the reasonable opinion of our staff or those of the excursion provider, you are either unsuited to undertake the excursion, or if you appear to be under the influence of drugs or alcohol. In these circumstances, your sole remedy against us will be to obtain a refund of the cost of that excursion.

For the purposes of this section reference to "you" or "your" includes any other person in your party.

#### 14. Your Accommodation

Any accommodation we arrange for you must only be used by those people named on your Confirmation Invoice (or on latest Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally before you leave resort.

#### 15. Contacting you

If you book via our website or have opted in other circumstances for us to contact you via e-mail, we will communicate with you using the e-mail address you have provided. For example, to provide your e-confirmation, e-ticket, e-cancellation, etc. We will assume that your e-mail address is correct and that you understand the risks associated with using this form of communication. Please note that you may still have to [contact us via our contact centre](#) or in writing as required in our terms and conditions.

#### 16. Departure Documents

All the information contained in your Departure Documents will be deemed to be part of the contract. Your Departure Documents will be available online or will be sent to you by post, depending on the type of booking you have made, approximately 28 days before your holiday. Further copies can be obtained from us by contacting our Pre-Travel Team at [pretravel@crystalholidays.co.uk](mailto:pretravel@crystalholidays.co.uk) or from Crystal Ski Holidays, DST House, St Marks Hill, Surbiton, KT6 4BH. Departure Documents contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website, prior documentation and the final Departure Documents we send to you, the information in the Departure Documents supersedes the previous information and will be considered the most up-to-date and accurate.

#### 17. Participation Requirements

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in this brochure. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit. Unaccompanied passengers under the age of 18 years need a letter of consent from a parent or legal guardian. The minimum age of unaccompanied travel is 16 years on the date of departure.

Credit cards are required in many hotels and for all vehicle hire for all destinations. A deposit amount will be held. You must ensure you have a card and the relevant credit available.

## 18. Law & Jurisdiction

If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.