

These General Terms and Conditions of Travel of TUI Nederland N.V. have been written to inform you about your rights and obligations in the context of your Package holiday. In addition, we provide information about what you can expect on your trip or holiday.

These General Terms and Conditions, the conditions of carriage of the carriers included in your Package and the provisions of applicable international conventions collectively form your agreement with us.

Your agreement with us is made under the laws of the Netherlands. You submit to the exclusive jurisdiction of those courts.

**Please note: if you are booking accommodation only, please refer to Article 2.2 of these General Terms and Conditions only.**

## 1. DEFINITIONS

Some terms are often used in these General Terms and Conditions for TUI Netherlands. They are usually capitalized. These terms have the following meanings:

- 1.1 **Infant:** a child under two years of age, unless otherwise specified;
- 1.2 **Non-Package Booking(s):**
- Individual Travel Modules, where the Agreement is entered into with another Service Provider and where we only act as an intermediary/agent;
  - the Local Activities booked by you at the holiday destination;
- 1.3 **Booking:** entering into a Package Travel contract between you and us;
- 1.4 **TUI tours Customer Services:** our TUI tours Customer Services, the details of which can be found in Article 8.2;
- 1.5 **"Cruise" means** a Package Holiday which is published in our travel brochures and on Our Website as a cruise and in which all or part of the journey is made by ship, whilst you are provided with accommodation on that ship;
- 1.6 **Service Provider:** a party we use in the performance of the Package, or who supplies Individual Travel Modules - such as a hotel or flight provider;
- 1.7 **Child:** a child two years of age or older, unless otherwise specified;
- 1.8 **Local Activities:** activities, products and services that you book at your destination with our tour guide or representative. Examples include excursions, guided tours, events, viewings, sports/sports courses (e.g. swimming lessons, rafting and diving), car rental, theatre performances, tours, ski passes, sightseeing flights, hot air balloon rides and quad tours;
- 1.9 **Individual Travel Module(s):** all individual Travel Services (including excursions and other services) included in the Travel Offer that are not expressly offered as part of a Package Holiday and are not combined by us with other Individual Travel Services. Examples are: individual flights, transfer only bookings, Accommodation only bookings, non-package tours, and rental cars only bookings;
- 1.10 **Us, our or we:** TUI Nederland N.V., having its registered office at Volmerlaan 3 (2288 GC) Rijswijk, and trading under the name TUI Tours Ireland by TUI Nederland N.V., registered with the Chamber of Commerce under number 27148888. Website: <http://www.tui.nl/corporate>;
- 1.11 **Unavoidable and Extraordinary Circumstances:** all circumstances beyond our control and beyond our reasonable control (examples include, congestion on the roads or

in the airspace, public transport strikes, health risks or weather conditions -list not exhaustive).

- 1.12 **Package:** a combination of at least two different types of Travel Services for the same trip or holiday, where:
- i) the services are combined by a single trader, possibly on request or in accordance with the traveller's choice, before a single contract for all services is concluded; or
  - ii) These services, whether or not separate agreements are concluded with different travel service providers, are:
    - 1) purchased from a single point of sale and chosen before the traveller agrees to pay;
    - 2) offered, purchased or invoiced for a joint price or a total price;
    - 3) advertised or purchased under the term "package" or equivalent term;
    - 4) combined after the conclusion of a contract whereby the trader allows the traveller to choose from a selection of different types of travel services; or
    - 5) purchased from different traders through interconnected online booking procedures, where the name, the Payment details and the traveller's email address shall be provided by the trader with whom the first contract is concluded to another trader or traders and a contract is concluded with the latter trader or traders within 24 hours after the confirmation of the booking of the first Travel Service;
- unless one type of Travel Service is combined with one or more other tourist services which:
- do not constitute a significant part of the value of the combination, are not advertised as an essential characteristic of the combination or otherwise do not represent an essential characteristic of the combination;
  - be chosen and taken only after the performance of a Travel Service has commenced;
- 1.13 **Package Travel Contract:** a contract covering the whole of the Package or if the Package is provided under separate contracts, all contracts relating to the Travel Services forming part of the Package;
- 1.14 **Travel Offer:** the offer as referred to in Article 3.1;
- 1.15 **Travel documents:** the invoice for your Package, the booking confirmation, vouchers for the various Service Providers, (flight) ticket and any additional information sent by us to you between Booking and the day of departure;
- 1.16 **Travel service:** includes:
- i. Carriage of passengers (e.g. a flight, coach or ferry journey);
  - ii. accommodation;
  - iii. car hire;
  - iv. other tourist services which do not form an integral part of a travel service within the meaning of subsections I, II or III above;
- 1.17 **Passport and Visa documents:** a passport, identity card, visas and any other documents you need to travel to/enter your destination(s) such as an ESTA (USA) and/or eTA (Canada) (as applicable);
- 1.18 **TUI fly:** TUI Airlines Nederland B.V. This company has an airline that we use in the performance of some Package Holidays. If you are departing from a foreign airport, your

flight may be operated by another company under the name TUI fly, which is also part of the TUI Group;

- 1.19 **You or your:** the lead person who wishes to enter into or has entered into the Package Travel Contract with us (also referred to as "the Notifier"), and any person on whose behalf they have entered into a Package travel contract with us;
- 1.20 **Accommodation:** a room or apartment in your accommodation or a cabin on board a cruise ship;
- 1.21 **Working day:** all days of the year with the exception of Sundays and public holidays;

## 2. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

### 2.1 Main rule – Package holidays

We are responsible for all Travel Services included in the Package Holiday mentioned in the Travel Offer. On all Packages booked, the ANVR travel conditions, paragraph 1 ([https://www.anvr.nl/Traveler\\_Terms](https://www.anvr.nl/Traveler_Terms)) and these General Terms and Conditions of Travel TUI Netherlands will apply insofar as a subject is not exhaustively regulated in the ANVR traveller conditions.

### 2.2 Non-applicability – Non-Package Bookings

These General Terms and Conditions of Travel do not apply to Non-Package Bookings. When you make a Non-Package Booking, paragraphs 2 and 3 of the ANVR travel terms and conditions will apply.

These can always be consulted, downloaded and printed via <https://www.tui.nl/corporate/nl/algemene-voorwaarden/leveranciers>.

We are not responsible for the performance of third party Travel Services included in Non-Package Bookings. In these circumstances, we only act as an intermediary/agent between you and the third party Service Provider that performs those services for you and your contract will be directly with the Service Provider. We cannot guarantee the quality or reliability of third party services, nor can we guarantee the connections between their various components. Of course, this is different if we are explicitly mentioned as the executor of the service in question, even if it is not a Package.

Please Note: if you book accommodation only via us, this accommodation will be financially protected under the Dutch Travel Guarantee Fund (SGR). This is only because you are booking via TUI Nederland N.V. as accommodation only is not usually financially protected in Ireland. For more information, please visit <http://www.sgr.nl/english>

## 3. TRAVEL OFFER

### 3.1 Our Travel Offer

Our travel offer consists of offers of Package Holidays to you, provided that the following conditions are met:

- the contents of the Package (and in any case the accommodation) are described, and more than just the name of the Accommodation is described;
- the total price of the Package is stated, including any additional costs;
- the offer has been made public in a (travel) brochure or price guide, on Our Website or by one of our agents.

Travel offers do not include:

- offers that clearly serve as advertisements;

• reviews and ratings from customers on Our Website and information, reviews and ratings on websites and in publications of third parties (such as Tripadvisor). They are drawn up by third parties and reflect their opinions (or those of visitors to their websites); not ours. We are not liable for incorrect information provided by such third parties.

### 3.2 Validity of the Travel Offer

The prices of our trips change regularly, sometimes several times a day. Our Travel Offer will provide you with up to date information for the Package, including the price at the time of issuing the Travel Offer.

If the price of a Package reduces after you have booked that trip, you will not be entitled to a refund of the difference.

For the avoidance of doubt, information provided to you by a travel agent or our TUI tours Customer Services or found on Our Website takes precedence over the information contained in travel brochures and price guides.

### 3.3 Final tour price

The total price you pay for your Package will be set out on Our Website in the price summary that you will see once you have filled in all the relevant details., such as dates, destination, traveler details, flights etc. If you book with a travel agent or our TUI tours Customer Services, the agent will tell you the total price of your Package Holiday .

### 3.4 Minimum number of participants

For some (group and bus) tours there is a minimum number of participants. For such trips, the minimum number of participants is stated in the Travel Offer for the respective Package. If there are not enough participants for the Package you have booked, we will inform you. In that case, Article 4.3 of the ANVR Travel Terms and Conditions, paragraph 1, allows us to terminate the Package Travel Contract without being obliged to pay compensation. Depending on the duration of the trip, we will do so at the latest:

- twenty (20) days before the start of the Package for trips of six (6) days or more;
- seven (7) days prior to departure for Package Holidays of Two
- (2) up to six (6) days;
- forty-eight (48) hours before the start of the Package for journeys of less than two days.

When calculating the notice period, we take the start date of the Package as the starting point. If possible, we will offer you the best possible alternative. This alternative must be accepted by you within 48 hours of receipt, otherwise it will automatically expire. In that case, you will be refunded the travel sum already paid. If you do accept the alternative offer, we will settle any price difference between the original Holiday Package and the alternative you have accepted. In our experience, trips with a low minimum number of participants are more likely to take place than trips with a high minimum number.

### 3.5 Child prices

The maximum age at which child prices are valid depends on the accommodation you choose and can be up to 18 years. Child prices are available on our website or via TUI tours Customer Services/your travel agent. If the Travel Offer does not include a child price for the accommodation included in your Package or your Package, adult prices will apply to each child included in your booking. Unless otherwise indicated, a minimum of two persons paying the adult price must be included in a Package booking. Where there is one adult, the first child will also be charged at the adult price. We price our trips very competitively.

Occasionally the price for two adults and one child 3-person price (based on the adult price) are cheaper than when calculating the 2-person price (two adults) + 1x child price. In these cases, the lowest total travel sum applies. Early bird discounts or other discounts may not be valid in conjunction with Infant and/or Child rates.

## 4. BOOKINGS

### 4.1 Making a Booking

By making a Package Holiday Booking, a Package Travel Contract is concluded between you and us. The booking confirmation is the contract between you and us. This document is proof of the existence and content of the Package Travel Contract.

Minors are not permitted to make a Booking through our TUI tours Customer Services or on our Website. If a minor wishes to make a Booking at a TUI shop, they must provide proof that their parent(s) or guardian(s) have given their consent to do so. In some countries, it is also not allowed to travel without an adult travelling with you. Ask about these countries via TUI Tours Customer Services or your agent.

It is not permitted to make a Booking under a false name, or stating a false age or (e-mail) address. We may terminate the Package Travel Contract if you fail to comply with this. In that case, we will refund you the travel sum already paid less any costs we have incurred.

### 4.2 (Deposit) payment and payment term

The full price of the Package must always be paid to us (if you have booked via Our Website, a TUI shop or TUI tours Customer Services) or to your travel agent (if you have booked there) no later than 45 calendar days before your departure. If you book a Package with us and the period between Booking and your departure is more than 45 calendar days, you must pay the deposit communicated to you to us or your travel agent directly upon booking. This concerns 100% of all non-refundable travel services included in your Package (at least the flight costs) and 10% of the remainder of the total price. If that period is 45 calendar days or less, no deposit applies. In this case, the full price must be paid directly to us or your travel agent at the time of Booking.

### 4.3 Number of people and guests

Each Booking is only for the participants listed in the booking confirmation. It is not permitted to occupy an accommodation with more or different persons than mentioned in the booking confirmation. Infants are taken into account when determining the maximum occupancy of a property, unless otherwise stated.

You must ask the accommodation provider in advance for their permission to have a guest at your accommodation (within the maximum number of people allowed) or to have more than the number of people stated in the booking confirmation at the accommodation.. They are under no obligation to allow this and additional charges may apply if their permission is granted. You must pay this to the accommodation provider locally. Where your accommodation supplier allows additional guest to stay at the accommodation, those guests will not be included in your Package Booking and their contract for the accommodation (Individual Travel Module) will be directly between the accommodation provider and the additional guest(s). If we or the relevant Service Provider notice that you are not complying with

these requirements, we may charge you additional fees. We may then also choose to terminate the Package Travel Contract with

immediate effect. In that case, we do not have to compensate you for any damage you suffer.

### 4.4 Your Preferences, non-medical, medical needs and other requests

If you inform us or your travel agent of your preferences and/or non-medical needs at the time of booking, such as sea views, high chairs etc., we will take this into account, but we cannot guarantee that any such request will be possible.

Due to the complex nature of our Tour Packages, where often multiple accommodations are included, it is difficult for us to indicate upfront whether a Package is generally suitable for persons with reduced mobility. As far as we're able to do so, we will provide you with information, but we emphasize that, in absence of such information, or if you need (more) specific information related to your specific medical need, you must let us know, so that we can verify if the Package is suitable for you specific situation. Where you have notified us, we will inform you with the Service Provider(s) whether their Travel Service is suitable for your specific medical needs. If you make a Booking with a medical need, you agree to the additional costs mentioned in the Travel Offer/quote. Medical needs are guaranteed if they are explicitly stated in the Travel Offer or in your booking confirmation. We are under no obligation to process requests to modify Package Holidays. We apply an administration fee for non-medical need request of € 27.00. We also apply an administration fee for medical need requests of € 23.00. You may still have to pay a surcharge for preferences and/or (non-) medical needs to a particular Service Provider at your destination, if the request is made on arrival. This is the case if there are additional costs associated with the preference or (non-)medical need. Consider, for example, a special diet.

We once again recommended that you contact us/your travel agent in advance – i.e. before booking to see if your specific needs can be met.

## 5. CANCELLING YOUR PACKAGE

### 5.1 General – standard cancellation fees

You must tell us, or if you have booked via an agent - your agent, as soon as possible if you want to cancel your Package . When you cancel, you must pay a cancellation fee - the amount payable will be a percentage of the total price of your Package and depends on when you cancel your Package. Any non-refundable parts of your Package(such as a flight ticket) - which have been made known to you at the time of Booking (see also article 5.2) - will be charged in full in the event of cancellation. We will then charge the following costs for the remaining parts of your Package (or in the absence of non-refundable parts for your entire Package):

Days to departure	Percentage of the tour price
Up to 30 days:	30%
30 to 15 days :	40%
14 to 8 days:	60%
7 to 4 days:	90%
3 to departure day	

(or in case of no-show): 100%  
Cancellation of your Package must be made in the manner prescribed in Article 8.

### 5.2 Exception to standard termination fees

If you have been informed prior to Booking that cancellation fees apply that deviate from the situations described in Articles 5.1 to 5.3, you will be charged the cancellation costs communicated at the time of Booking.

### 5.3 Partial cancellation

If you or someone in your party wishes to cancel participation in the Package Booking, the person(s) cancelling must pay a cancellation fee, as set out in articles 5.1 or 5.2.

If the size of the remaining party in the Travel Offer remains eligible for the Accommodation included in the Package, we will issue a change proposal for the new party size for the same period/Accommodation. We'll recalculate the total price of the Package, based on the revised party size, which may increase. This means that the price per person for the Package may increase in accordance with the Travel Offer. Payment of the amended travel sum is subject to the normal payment rules of article 4.2. If change is not possible or the change offer is not accepted by you, the Booking will be cancelled for all travellers and all travellers will be liable to pay the applicable cancellation fee under the preceding paragraphs.

### 5.4 Cancellation by the traveller in the event of Unavoidable and Extraordinary Circumstances

If, at the place of destination or in its immediate vicinity, Unavoidable and Extraordinary Circumstances arise that significantly affect the performance of the Package or the carriage of passengers to the destination, you have the right to terminate the Package before the start of the Package without payment of a cancellation fee. In this case, all sums paid for the Package will be refunded in full, but you will not be entitled to compensation.

### 5.5 Cancellation by us in case of Unavoidable and Extraordinary Circumstances

We reserve the right to cancel your Package Booking in the event of Unavoidable and Extraordinary Circumstances, provided that we have informed you before the start of the Package. In this case, all sums paid for the Package will be refunded in full, but you will not be entitled to compensation.

## 6. CHANGES TO YOUR PACKAGE BY YOU OR BY TUI

The following conditions apply if you or we make a change to your Package Booking. For the method of requesting a change, see Article 8.

### 6.1 Modification – General

You can request to make a change to your Package at any time, however this will be subject to the provisions of this article.

Under the condition that a requested change is possible, we will charge an administrative fee of €25 and you will also be required to pay any additional costs, or charges, that we incur (for example, from Service Providers or other). Please note that some Service Providers treat a change as a cancellation. This means that the fees for making a change to a particular Travel Service may be up to 100% of the price of that part of your Package plus the cost of the replacement.

We cannot guarantee that a change will be possible - this is because we are dependent, among other things, on the availability, conditions or capacity of Service Provider(s).

We will confirm to you in writing if a request for a change is possible. If a change is not possible Article 6.2 will apply.

Please note: a request to change is subject to the following conditions:

#### a. Correction of name, adjustment of travel group, change in occupancy of rooms

- A request to correct a name of a traveller does not include changing person, this would be considered a substitution and article 7 will apply.
- If you request to add a traveller to the Booking, you will be required to pay any additional costs we incur in making that change.
- If you request to remove a traveller from your Booking this will be considered to be a partial cancellation and article 5.3 will apply.
- Please note that an expulsion of a traveller from the travel group will also be regarded as a partial cancellation and will be settled in accordance with Article 5.
- If you change the occupancy of the booked Accommodation without changing the original number of travellers and this results in the Service Provider(s) charging costs to us, these costs will be charged to you.

#### b. Accommodation Upgrade/downgrade and changes to care/board, other booked services, Travel Services, and/or seat type

You will be responsible for the full cost of an Accommodation upgrade, care/board upgrade, adding a new service/Travel Service or changing your seat type (where any are possible).

If you request a downgrade, we will pass any fees charged by Service Providers to you. Those fees will be deducted before a refund of any price decrease is provided to you.

#### c. Change of departure date

If you wish to change your departure date this will be treated as a partial cancellation and Article 5 will apply. Please note that we do not charge an administration fee when you change your departure date, but cancellation fees may apply in accordance with Article 5.

#### 6.2 Rejection of request

We will notify you as soon as possible, in writing, if we are unable to make a change requested by you. In doing so, we will indicate why we are unable to comply with your request. In that case, you have the choice to

continue with or cancel the original Package Booking. If you cancel, Article 5 will apply. If you do not respond to the rejection of your request within five (5) Business Days, your original Package Booking will continue and you will be required to pay the total price of the original Package Booking.

#### 6.3 Changes by TUI

TUI reserves the right to make minor changes to your Package Booking. We will let you know when a minor change has been made if there is time before departure. If we have to make a material change, we will notify you and you will have the choice to accept that change, or any alternative Package from us (where we can offer one) or to cancel and receive a full refund from us.

## 7. SUBSTITUTION

Subject to the requirements below, you/any person on your Package Booking may transfer your place to another person. In these circumstances this will be treated as a substitution.

### 7.1 Conditions for substitution

In addition to the provisions in the ANVR travel conditions, paragraph 1 (see article 8.1) with

regard to substitution, the following conditions apply:

- The proposed person for replacing you must meet all the requirements for the Package and substitution.
- Your request to make a substitution must be submitted no later than seven (7) calendar days before departure in the manner set out in Article 8, or in sufficient time to allow the necessary operations and formalities to be carried out. If you make a request for substitution within 7 days of departure, we may not be able to meet your request.
- The terms and conditions of the Service Provider(s) included in the Package, such as hotels and airlines, for example, do not preclude this substitution.

### 7.2 Substitution costs

The costs of substitution, including, for example, the costs charged to us by the Service Providers involved in the Package, will be charged to you in full. The traveller and the person who replaces them shall be responsible for the payment of the outstanding part of the travel sum, the change costs, surcharges and other costs incurred as a result of the substitution. If you find these costs too high, you can choose either to have the trip carried out without substitution, or to opt for (partial) cancellation of your Package Holiday, in which case you may have to pay cancellation costs as referred to in Article 5.1.

For the procedure for applying for substitution, see Article 8.

## 8. CONTACTING US TO MAKE CHANGES TO OR CANCEL YOUR PACKAGE

### 8.1 Notification of cancellation, change or substitution of traveller requests

Only the lead person can make a request to:

- cancel your Booking (article 5);
- request a partial cancellation of your Booking (article 5); or
- make changes to your Booking (Article 6).

Such request must either be made through our TUI tours Customer Services (if you have booked through Our Website or via TUI tours Customer Services) or through your travel agent (if you have booked with one).

Only the lead person can make a request to substitute a traveller(s) (clause 7) on the Booking. Such request must be made in writing by sending an e-mail to TUI tours Customer Services (if you have booked through Our Website or TUI tours Customer Services) or alternatively to the e-mail address of your travel agent.

All requests referred to in this article can only be made during office hours (see article 8.2 below). If these requests are made outside office hours, they will be deemed to have been made on the next Business Day.

### 8.2 Office hours and contact details for TUI tours Customer Services

TUI tours Customer Services are open: Monday to Saturday from 9:00-17:00 local time with the exception of public holidays.

TUI tours Customer Services can be contacted on:

Tel: +353 1 203 0644;  
E-mail: [tours.ireland@tui.com](mailto:tours.ireland@tui.com)

## 9. TRAVEL, HEALTH INFORMATION AND IMMIGRATION DOCUMENTS

**(e.g. PASSPORT/VISAS) FOR  
IRISH CITIZENS AND  
INFORMATION ON TRAVEL  
DOCUMENTS**

## 9.1 Health information/requirements

You are responsible for complying with any health requirements/advice that applies to your destination(s). This includes vaccinations and other preventive measures to prevent diseases, including - but not limited to - COVID-19 and also applies to any cross-border excursions that you plan to take part in. You can obtain information about this from your doctor, who you should speak to at least two months before your departure date. If you are an Irish citizen, you can also find more information by visiting [www.ireland.ie/en/dfa/overseas-travel/advice/](http://www.ireland.ie/en/dfa/overseas-travel/advice/) and the Health Service Executive (HSE) website at [www.hse.ie/eng/health/az](http://www.hse.ie/eng/health/az). You can also contact the HSE at [immunisation@hse.ie](mailto:immunisation@hse.ie).

We are not responsible for any damage or costs you incur if you are unable to comply with the health requirements in place at your destination(s).

## 9.2 Passport and Visa Documents

You are responsible for having correct, valid Passport and Visa Documents for your Package and for ensuring that they comply with all immigration requirements for the country/countries you are visiting.

To travel abroad you will need a valid passport. You must make sure that your passport is valid for the duration of your Package Booking and for each county you are visiting. Some destinations require you to have a certain period of validity left on your passport, such as 6 months. Visit The Department of Foreign Affairs' website <https://www.ireland.ie/en/dfa/overseas-travel/advice/> for further details.

We are not responsible for your failure to make the appropriate enquiries and obtain the necessary Passport and Visa Documents for travel.

### Air travel to the USA and Canada

If you have booked a Package Holiday to the USA or Canada, you are required to obtain electronic travel authorisation. You must apply for this permission online and at least 72 hours before you travel.

For the United States, you will need an ESTA (Electronic System for Travel Authorization) which you can apply for via: <https://esta.cbp.dhs.gov>. The application costs approximately USD 14.00 (this amount is subject to change).

For Canada, you will need an Electronic Travel Authorization (eTA) which you can apply for via: <https://www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada/eta/apply.html>. The application costs approximately CAD 7.00 (this amount is subject to change).

Please bring a printout of the permit for check-in.

If you have not obtained the necessary travel authorisation in advance of your Package, you will be at risk of being delayed at the airport of arrival in the USA/Canada and refused entry to the country. We are not liable if you are refused entry due to you not having an ESTA or eTA (where needed). We reserve the right to pass any permit fines, fees or other fees that are charged to us, as a result of you not having the correct documentation for entry, by the

authorities.

Please be advised that this paragraph is not only applicable for the United States and Canada, but also for other countries where a similar or other kind of (electronic) travel authorization is required. Please visit The Department of Foreign Affairs' website <https://www.ireland.ie/en/dfa/overseas-travel/advice/> for further details on your destination.

### Children and Infants

Children and Infants must have their own individual child passport and/or identity card to travel. For more information, please refer to [www.ireland.ie/en/dfa/passports/how-to-apply-for-a-passport/](http://www.ireland.ie/en/dfa/passports/how-to-apply-for-a-passport/) (for Irish citizens). A registration of children on the passport of their parents is no longer allowed.

If you are travelling with a child that has a different surname than the adult(s) they are travelling with, you may need extra documentation signed by the child's parents, second parent or legal guardian(s) authorizing them to travel. Requirements differ by destination. For more information visit [www.ireland.ie/en/dfa/overseas-travel/know-before-you-go/travelling-with-children/](http://www.ireland.ie/en/dfa/overseas-travel/know-before-you-go/travelling-with-children/).

### Visas

To find up to date information on visa requirements, visit The Department of Foreign Affairs' website <https://www.ireland.ie/en/dfa/overseas-travel/advice/>. For the avoidance of doubt, the total price of your Package does not include the costs for applying for a visa (where required).

## 9.3 Travel Documents

You must ensure all information you give to us or your travel agent is correct. You must check the details in the Travel Documents (including your booking confirmation) for accuracy well in advance of your date of departure. If there are any inaccuracies, you must let us know and we reserve the right to pass the cost of any required changes under Article 7.

We will send your remaining Travel Documents to you digitally after we have received full payment of the Package price from you - this will be no later than (3) weeks before your departure date. Although digital Travel Documents and or vouchers are (generally) accepted in several destinations and/or by several Service Providers, we advise you to (after downloading) also print them, so that you can show these to Service Providers whilst you are on holiday. If you are unable to produce a printed copy of your Travel Documents to a Service Provider, the Service Provider may refuse to provide the relevant part of the Package. This may mean, for example, that you will be denied boarding the plane or your Stay. The costs incurred as a result are for your own account.

## 10. THE PACKAGE TOUR (GENERAL)

### 10.1 Duration

The duration of your Package will be confirmed in the Travel Offer and your Travel Documents. It can sometimes happen that the actual stay at the destination has fewer days than stated in the Travel Offer and the Travel Documents (for example if your outbound or incoming flight will take place overnight). This has been done deliberately to make it clear to you for how many days you should take out travel insurance

### 10.2 Force majeure, liability and limitations

Of course, we hope that the Package you have booked fully meets your expectations. In the unlikely event that this is not the case, the following will apply:

- the provisions in the ANVR travel conditions, paragraph 1 (Article 12).
- We will not be liable if this is caused by Force Majeure, including Unavoidable and Extraordinary Circumstances or if this is due to you or a third party who has not been engaged by TUI in the performance of the travel services.
- Our liability for damage (including costs) is at all times limited to a maximum of three (3x) the total cost of your Package, unless this damage is caused by our intent or gross negligence. The limitation of liability described in the previous sentence also does not apply in cases of personal injury. Should a treaty or regulation of the European Union apply, we reserve the right to rely on any applicable exclusion or limitation of liability granted or permitted by such treaties/regulations.
- Any claim for damages is time-barred after two years. This means that you must have filed or brought any claim for compensation no later than two years after the end of your Package. If you wait longer than two years, you will no longer be able to file such a claim.

### 10.3 Tours & Trips & Drives

In the case of a round trip (including fly & drive), we may make changes to your Accommodation. We are allowed to do this if it is a minor change.

For Group Tours:

- It is possible that you will travel in an international group. In addition, guests of (an) other tour operator(s) may also participate in your Package tour.
- The tour guide will only be present during the Package tour itself and not on the days prior to or after the Tour.

### 10.4 Transfers

If a transfer is not included in your Package, you will need to arrange your own transport to and from your Accommodation.

If a transfer is included in your Package, the following applies:

- transfers are usually provided by local drivers;
- transfer times may take a long time due to, congestion on the road, the distance to be travelled to reach your Accommodation, roadworks or the quality of the roads;
- different accommodation may be called at along the way for guests who are staying at different accommodation than you;
- where access at your Accommodation is limited, you may need to walk approx. 50-100 meters with your luggage;
- luggage space may be limited and child/baby seats are not provided; and
- your transfer driver and/or staff at your Accommodation or other service providers will help you to load your luggage on and off the coaches.

Pets, bicycles, wheelchairs, diving equipment, surfboards and other larger items or oversized luggage cannot always be transported by coach. If you need to travel with any of these items, please let us or your travel agent know before you make your Package Booking. Where possible, a special transfer can be arranged for you, for an additional fee.

If you want a beach extension following a Package Holiday that includes transfer, the transfer from the accommodation to the port or airport will be cancelled. For this, you will not

receive a refund nor will you receive a new transfer at the end of the beach extension.

**10.5 Extension and changes whilst on holiday**  
If, during your Package, you decide to extend or change your stay at your last Accommodation, you must contact us. Where possible, we will help you to make additional arrangements. If we can make your request for an extension or change possible, you will be responsible for paying any additional costs arising out of the extension or change. We will let you know what those charges are when you make your request and you must pay this to the accommodation provider locally.

**10.6 Questions, problems and contact**  
You must let us know straight away if you have any questions or problem(s) during your stay, so that we can solve the issue for you. We are available 24 hours a day, 7 days a week on +353 1 203 0644.

**10.7 Medical care**  
Overseas medical care standards may be generally lower than in the Republic of Ireland. For example, even simple medical facilities may be absent in some cases (e.g. on a safari or a holiday on a remote island). Please bear this in mind before making a Booking.

**10.8 Oversized baggage**  
If you plan to travel with extra baggage or baggage of a different size (for example, a wheelchair, golf bag or diving equipment), you must always let us know before making a Booking. Carriage of oversized baggage and sports equipment is subject to a charge and capacity on the day(s) of travel. If you do not pre-book oversized luggage you may not be able to make arrangements for its carriage when checking in at the airport or during transfers included in your Package. This is due to possible limited luggage space available on board.

## 11. THE PACKAGE TOUR (AIR TRANSPORT)

**11.1 Conditions of Carriage**  
Your Package may include one or more flights. In this case, the flight(s) shall be subject to the general conditions of carriage of the operating airline(s).  
The operating airline(s) can be found in your Travel Documents; you can find the terms and conditions of most of the operating airlines at [General-Terms/Suppliers/Airlines](#). If your airline's terms and conditions are not included in the list referred to above, please refer to TUI tours Customer Services, your travel agent or to the website of the airline in question. We can also send you copies of the applicable conditions of carriage if you request us to do so. The general conditions of carriage are always stipulated by us for the benefit of that airline(s). They therefore also apply in the relationship between you and that airline(s). In addition, the additional terms and conditions for air travel printed on your ticket apply.

**11.2 Checking in at the airport**  
Please allow yourself plenty of time to check in, get through security and to your departure gate at the airport. We recommend that you check in at the airport at least 2.5 hours before the departure time stated on your ticket, unless your destination and/or operating airline requires you to check in earlier. Some carriers may also allow you to check in online in advance of your flights. The check in requirements specific to your flight(s) will be stated in your Travel Documents. If you do not check in on time or do not arrive at your departure gate on

time your carrier may not allow you to board your flight. Our staff can help you to arrange an alternative flight, in these circumstances, but we will not be liable if this is not possible. Any additional costs for a replacement flight will be at your expense.

**11.3 Departure times and airport**  
Flight departure times and airport can be found in your Travel Documents – which are for guidance only. Flight times are displayed in local time. We cannot guarantee that the flight times displayed on our Website or in your Travel Documents won't change, so please always check your tickets as soon as you receive them. We will let you know if there are any changes to your original departure times and/or airport.

**11.4 Name on the ticket**  
The name on your ticket must match the name on your Passport. It is your responsibility to check that this is correct when you receive your flight ticket(s). If the name on your ticket does not correspond with your passport, you may be refused boarding by the carrier. In this case, depending on the airline and its conditions, either a new ticket will need to be issued, or your ticket will have to be changed. You will be responsible for paying any additional costs associated with making these arrangements (which may include paying for a new ticket at the current ticket price and any applicable amendment fees, which could be up to 100% of the cost of the original ticket).

**11.5 The Flight**  
Aircraft type and carrier can change and some facilities such as entertainment or seat type may not be available. If we are unable to provide a seat type that you have booked, we will refund you the price you paid for that option. Children's meals are not usually served during a flight.

**11.6 Damage and loss of baggage: air carrier's liability**  
If your baggage does not arrive at the airport of arrival or arrives damaged, you must report this immediately to the air carrier's handling agent and complete a Property Irregularity Report (PIR) report. To complete a PIR report, you will need your boarding pass and your baggage receipt (which you will have been given when you initially checked in).  
If you do not notify the air carrier of any loss or damage to your baggage within 7 days of discovering the loss or damage, the air carrier shall have no liability to you.

The maximum compensation for loss, delay or damage of checked baggage, that may be payable by your air carrier, is limited under international conventions to a maximum amount of 1,131 Special Drawing Rights (SDRs), which is approximately €1,400 (but is subject to exchange rate fluctuation).  
If you will be travelling with baggage that is worth more than this maximum, you can make a special declaration, at the latest at check-in, and by paying a supplementary fee to your air carrier.

**11.7 Weight and baggage allowance**  
Each airline has its own rules for hand and hold baggage allowances. We will let you know what your luggage allowance options are for each flight included in your Package before you book. You can also find information of most of the operating airlines at [General-Terms/Suppliers/Airlines](#). If your airline's terms and conditions are not included in the list referred to above, please refer to TUI tours

Customer Services, your travel agent, or go the website of the airline.  
There are restrictions on what you may carry in checked and carry-on baggage, so it is important to check current security restrictions prior to travel.

Valuable and fragile items (e.g. cameras or jewellery) and medicines must be carried in the cabin as hand luggage. This is due to possible loss or late arrival of your luggage.

Excess Baggage and Sports Equipment – air carriers will apply excess baggage charges at check-in for checked baggage or carry-on baggage that exceeds the weight or size allowance included in your Booking. The extra baggage charge will be your responsibility. You will also be required to pay extra for sports equipment and items that are unusual in shape (such as surfboards) that you wish to bring with you on your Package. Please let us know if you are planning to travel with excess baggage, sports equipment, a wheelchair, any other larger items or where Article 10.8 may apply. If you do not pre-book oversized baggage you may not be able to make arrangements for its carriage when checking in at the airport.

**11.8 Liquids in hand baggage**  
Due to security measures, liquids may only be carried in hand baggage to a limited extent: a maximum of 100 ml per container and a maximum of 1 litre in total. All this must be packed in a transparent sealable bag of approx. 20 by 20 cm.

Keep in mind that not only water and other drinks, but also gels, pastes, lotions and the contents of aerosol cans are liquids. Toiletries such as toothpaste, shaving cream, hair gel, lip gloss and creams are also included. Liquids purchased at the airport in duty-free shops will be handed over to you in a sealed bag after payment. Wait until after the last check at the last airport of outward or return journey to break the seals. You are only allowed to pack liquids in your suitcases and bags if they are checked in to be carried as checked baggage in the hold of the aircraft.

**11.9 Seat reservations**  
If seat reservation is not possible while making the booking, we refer to the (website of) the operating airline to verify whether a seat reservation is possible. If a seat reservation is possible, additional costs might be applicable.

**11.10 Travelling with more than 8 people and travelling with Infants**

**Bookings with 8 or more people**  
You must notify us before you make a Booking if you are booking for 8 or more people. This is because some airlines apply different conditions and fares to groups of 8 or more.

**Travelling with Infants**  
Due to safety regulations on board aircraft, each adult may only accompany one baby. Infants are not entitled to their own seat during a flight, but may travel on the lap of their adult companion.

## 12. THE PACKAGE (ACCOMMODATION)

**12.1 Description in the Travel Offer**  
The description of the Accommodation in the Travel Offer drawn up as objectively as possible. It is possible that there are differences between the description in the travel brochure or on Our Website on the one hand and the price and/or conditions in the price table/appendix on the other hand. In that case, the price table/annex is decisive. In the event of a difference between the Travel Offer

as published in a travel brochure and the Travel Offer as published on Our Website, the latter is decisive. The premises on which the accommodation is located, often contains many different types of Accommodation or different room types: layout, dimensions, furniture and appearance can differ. This sometimes makes it difficult to make an unambiguous description. The photos and texts printed in the Travel Offer at the Accommodation also only give an idea of the layout, dimensions, furnishings and/or the view.

Therefore, it is possible that your Stay obtained on site differs from the photos in the Travel Offer. It is also possible that the accommodation is still under construction or being renovated at the time of publication of the Travel Offer. In those cases, you will see computer animations or sketches of what the Accommodation will look like.

These animations/sketches also only give an idea of the layout, dimensions, furniture and/or appearance. We cannot make any promises about the view and location of your Residence. Of course, this is different if explicit commitments have been made in your Travel Documents. Keep in mind that especially in urbanized areas, there may be no unobstructed view.

## 12.2 Layout of the accommodation

In the Travel Offer you will find the following descriptions:

- **Bath or shower in the Accommodation:** if it is stated in the Travel Offer that the Stay has a bath or shower, it is unfortunately not possible to include it in the Travel Documents whether your Stay has either a bath or a shower. The Travel Documents will only mention "shower". At your destination, you will see which of the two is provided for your Stay.
- **Single room:** if you choose to stay in a single room, you should take into account that it is sometimes of a lower quality and/or less favourable than a double room in the same accommodation.
- **Double room:** if you book a double room, it is possible that a triple room is mentioned in the Travel Documents. But this does not mean that you will stay in a triple room. If you are traveling with two people, you will be provided with a room for two people.
- **Triple or quadruple room, family room or family suite:** The Travel Offer sometimes includes triple or quadruple rooms, family rooms or family suites. In that case, it is usually (and sometimes in the case of family rooms) a double room where an extra bed, sofa bed or stretcher for the third or fourth person is added. In your Travel Documents you will find a triple room if the room can accommodate up to three people. It says quadruple room if the room can accommodate up to four people. This does not mean that you will stay in a (larger) triple or quadruple room if you book with less than the maximum number of people allowed.
- **Minimum occupancy or maximum occupancy:** If you come across a designation such as "3/4-pr 3 pers" (or similar) in the Travel Offer, this means that a minimum occupancy applies to this room type. In the example given, this means that for a 3/4-person room a minimum occupancy of 3 persons. A stay for two people in that room will not be accepted as a Booking.
- In the Travel Offer, different room types are listed for the Accommodation. To clarify; a double/triple room, triple room or quadruple room usually stands for a standard double room with the possibility of accommodating a third or fourth person respectively. There are two possibilities:
  1. Usually there are two queen-size beds or

queen-size beds in the double room, so that the room in can accommodate up to four people. Whether you book with two or four people, you will receive the same room; If you want an extra bed instead of a queen-size bed, there is often a charge for this.

2. Sometimes an extra bed (so-called rollaway, stretcher or sofa bed) is placed in the standard double room for the third and/or fourth person; Costs may be charged for this. Your Travel Documents will state the maximum number of people that can stay in your room: double/twin room (max. two people), triple room (max. three people) and quadruple room (max. four people). This may differ from the number of people actually booked per stay at the time of Booking.
  - **Apartments:** in general, there is a 1-room apartment consists of a living/bedroom with a kitchenette or a separate kitchen. A 2- and 3-room apartment usually consists of a living room / bedroom with kitchenette or separate kitchen and 1 or 2 bedrooms. For the exact layout, please refer to the description in the Travel Offer.
  - **Sea view:** A sea view room means that you can look out over the sea from your room or balcony. In some cases, you will have a full and beautiful view of the sea. However, keep in mind that the view may be more limited in certain cases. It can be for example, being (partially) interrupted by vegetation and buildings. Also, the distance to the sea can be quite large.
  - **Advantage room:** the description "advantage room" stands for a limited number of rooms that we can offer at an extra competitive price. In general, these advantage rooms are the same as the standard rooms. But it can happen that the Advantage rooms have a less favourable location and smaller size.

## 12.3 Quality of accommodation

There is no (international) standard for accommodation. Your Accommodation is supplied by Service Providers who follow local standards. This means that overseas safety standards may generally be lower than those in your local area. Each country has its own system for rating accommodation. We publish the tourist category of accommodation, as determined by the relevant authorities of the country of destination, where they're available. Often these authorities use subjective criteria, based on local norms and values, facilities, atmosphere, etc.

Where accommodation does not have an official tourist category, we will try to give you an estimate of the accommodation's general standard to help you decide if the accommodation is right for you. Our estimation will only focus on comfort and available facilities and our rating will be given in stars. The meaning of the star classifications is as follows:

- \*\*\*\*\* Luxury
- \*\*\*\* First class
- \*\*\* Middle class
- \*\* Tourist class
- \* Simple Tourist Class

Sometimes we work with half stars, e.g.

\*\*\*\*1/2. This means that the accommodation is supposed to be better than mid-range, but not good enough for First Class. For classification of cruise ships, see Article 15.8.

## 12.4 Care/Board

Often the Travel Offer works with a short

description or code that indicates the level of care/board basis. Below you will find what these descriptions and codes mean:

- **Room Only (RO)** If you book this accommodation type, drinks and meals are not included. Keep in mind that banks and shops are usually closed if your arrival day at this type of accommodation is on a Saturday or Sunday.
  - **Bed & Breakfast (BB):** mean you will receive breakfast on the morning after your arrival date at the accommodation and each morning during your stay, including on your day of departure. No other meals or drinks are included.
  - **Half board (HB),** means you will receive breakfast and dinner during your stay at this accommodation type. Unless otherwise stated, the care will usually start with dinner on the day of arrival and end with breakfast on your day of departure. Other meals and drinks are not included (except for coffee and tea at breakfast).
  - **Full board (FB):** means you will receive breakfast, lunch and dinner during your stay at this accommodation type. Unless otherwise stated, care usually starts with dinner on the day of arrival and ends with breakfast or lunch on the day of departure. Coffee, drinks, etc. (except coffee and tea at breakfast) are not included in the price.
- All Inclusive (AI): means you will receive breakfast, lunch and dinner plus additional extras, which vary by accommodation. We will let you know what is included in your preferred All Inclusive accommodation in your Travel Offer before you book. Unless otherwise stated, care at All Inclusive accommodation will start once you have checked in and end when you check out.

*General: We will provide you with general information about meal times, but these are guidance only and are subject to change. Additionally, the use of certain facilities at Accommodation may also be subject to change. The Service Provider can provide you with more details. We will not be responsible where minor changes like this occur.* Breakfast is usually served before 10:00 am. In smaller accommodations, there are often fixed meal times. During busy periods, dinner and/or breakfast may be served in two sittings. During low season at destination, the variety of meals and/or drinks may be less.

*Dress Codes:* In many hotels, there is a dress code for evening meals. You are required to attend dinner in appropriate attire (gentlemen may need to wear full length trousers, shirts with sleeves and closed shoes, ladies in full length trousers or skirt/dress; no swimwear or beachwear). In some 5-star and 4-star hotels, gentlemen may also be required to wear a suit jacket for dinner. Please refer to your Accommodation description to see what dress code applies during your stay at each Accommodation included in your Package. Please keep this in mind when packing your luggage.

Some hotels host Christmas and/or New Year's Eve dinners. Please check the accommodation's description before you book to see if this is included (some accommodation may charge an additional fee).

Some accommodation may require you to share a table with other guests.

If you have a late outbound and/or early return flight, you may miss dinner on the first day and/or breakfast on the last day and/or other drinks and snacks. Where available, you may be offered a cold dish instead of dinner if you arrive late at your Accommodation.

The menu arrangements at your Accommodation

may change from buffet to waiter service, or vice versa.

Meals for infants and children are not included in the price of your Package, so you'll need to make your own arrangements. If you request meals for infants and/or children, you will be required to pay your Accommodation Provider directly for this (only available meals will be adjusted for infants/children).

Many Accommodation Providers do not allow you to bring your own drinks(s) or food into your room(s).

#### *Breakfast in North America:*

Breakfast is not included with accommodation in the USA and Canada. Some Service Providers may offer a complementary light breakfast but this is at their discretion.

#### *12.5 Arrival and departure*

Accommodation check in is usually available between 14:00 and 18:00 on your day of arrival. However, during busy periods, check in times may vary.

If you arrive on a Saturday afternoon or Sunday, please note that shops and banks may be closed.

Accommodation check out on the last day of your stay, is usually between 10:00 and 12:00 at the latest.

If check in and check out times at your Accommodation differ from the above, this will either be indicated in your Travel Offer and/or Travel Documents or advised to you by the Accommodation Service Provider.

Sometimes it may be possible to arrange a later Check out with the Accommodation Service Provider. Where this is possible, the Service Provider may apply a fee which you will be responsible for paying.

Some Service Providers may allow you to leave your baggage in reception if you arrive at your Accommodation before check in opens, or check out earlier in the day (this will be at your own risk). You may be able to use the facilities at the Accommodation (e.g. swimming pool (where available)) whilst you are waiting to check in to your room or leave the Accommodation, but some Service Providers may apply a fee for this. Except where it is our fault, if you arrive at your Accommodation later than planned or need to leave the Accommodation earlier than planned, you will not be entitled to a refund of unused overnight stays, meals, services and facilities.

#### *12.6 Building Works*

The demand for popular holiday destinations is rising. From time to time, building work is unavoidable, particularly when accommodation is open all year round, and it can be noisy. This can include works taking place on site, the construction of buildings, new roads etc. If we are aware of any work, we will let you know as soon as possible if we think it will affect your holiday. Unfortunately, this can be difficult as we don't control the work and are not always told when it will happen or how long it will last. If building work will be taking place at your Accommodation which is likely to have a significant effect, and we know about it, we will offer a suitable alternative accommodation.

We will not be liable for any building work that is carried out on behalf of third parties (e.g. the local government or an adjacent hotel).

#### *12.7 New build accommodation*

New build accommodation may be available to book prior to its opening. Where accommodation is under construction at the

time of your booking, we will provide you with artist impressions and/or computer generated images of how the accommodation is expected to look, where the Service Provider has supplied this to us.

It is possible that some facilities such as shops, fitness rooms and swimming pools may not be completed upon your arrival. If an opening date for new accommodation is stated in your Travel Offer, this will be referring to the accommodation's scheduled opening date. Due to all kinds of circumstances beyond our control (such as weather and slow permit procedures), the new accommodation and/or associated facilities may open later than stated in your Travel Offer. We will let you know if any new accommodation included in your Booking will not be available and will offer you a suitable alternative accommodation, where possible.

#### *12.8 Parking – fly and drive packages*

If you have booked a fly & drive Package, we will provide you with information about available parking at your Accommodation, where possible. Not all Accommodation has parking on site, so you may need to use public parking near your Accommodation instead. Parking is not guaranteed. If parking is included in your Package, this will be confirmed in your Travel Offer/Travel Documents. If it is not included, you may also need to pay for your parking locally if parking fees apply. If you are travelling with more than one vehicle, you must always pay for parking for each additional vehicle(s) at all times. Where possible, we will provide you with an indication of applicable parking charges, but these charges are subject to change and must be paid for by you in the destination. Usually, parking spaces cannot be reserved. Parking on private property and in public car parks/spaces, is always at your own risk.

#### *12.9 Pets*

##### *Travelling with pets*

You must let us know before booking if you are planning on bringing a pet(s) with you on your trip. We cannot guarantee that pet(s) will be permitted by Service Provider/carriers, but we can make a pre-booking request to them for you. Please note that not all countries allow you to bring pets with you and some air carriers also do not allow them to be carried. In some instances, your pet may be permitted to fly, but depending on the carrier, may have to be transported in the hold of the aircraft.

You should only make a Booking with a pet(s) once we have confirmed to you that this is possible. If you make a Booking without letting us know and later find out that you cannot take your pet, our standard cancellation or amendment fees (under Articles 5 or 6) will apply if you decide to cancel or make changes to your Booking.

If you are allowed to bring your pet, please note that they will only be allowed in your Accommodation and you will not be able to bring them into any public/communal areas at the Accommodation. Any costs associated with housing a pet must be paid locally. These costs will be passed on to you at the time of Booking.

Whilst we have provided some general information below, you are responsible for meeting any specific entry requirements that apply when travelling with pets (these may be set by the carrier and/or any of the Service Providers and/or locally at your destination(s) by local authorities/governments). You will also be responsible for meeting any entry requirements when returning home.

To enter any EU Member States, it is mandatory to have an EU pet passport. Each pet must also be vaccinated against rabies and have an identification chip. For more specific information relating to entry into a EU Member State with a pet(s) please visit - <https://food.ec.europa.eu/animals> enquire in good time at the embassy of the country(ies) of destination for other obligations and entry requirements. For more information, please visit - <https://www.gov.ie/pet-travel>

Please note: We cannot guarantee that accommodation where pets are not allowed will always be 'pet-free'.

#### *12.10 Airconditioning*

In most holiday countries, people are becoming more conscious about protecting the environment. If your Travel Offer indicates that your Accommodation has air conditioning, it may only function during the hottest periods in destination. Some air conditioning systems are controlled centrally or will operate at the discretion of the Service Provider.

Air conditioning is not always silent, even if the motor of the installation is located on the outside of your Accommodation. Air conditioning may only be located in the bedroom areas of your Accommodation.

Your Travel Offer will tell you if there is an additional charge to use air conditioning at your Accommodation. Where this applies, we will provide you with an indication of the applicable charges, but these are subject to change and must be paid by you locally to the Service Provider.

#### *12.11 Balcony/terrace*

Your Travel Offer will indicate whether Your accommodation will have a terrace (for ground floor rooms) or a balcony (for higher floors).

Balcony sizes vary by Accommodation/room, (one Accommodation may also have different sizes of balconies). If you have booked a room with a balcony, please note that in most cases balconies are usually only large enough for one or two chairs without a table or room to sunbathe/lie down. If the description in your Travel Offer/Travel Documents refers to a French or Juliette balcony, this means that you room will have glass doors but you won't necessarily be able to go out into the balcony as it will be shallow in depth.

If you are travelling with children, you must never leave a child unattended on your balcony.

#### *12.12 Beds/Cots*

Standard beds at accommodation are usually 1.80m long and may not be suitable for taller customers. The number of standard beds included in your Accommodation will be indicated in your Travel Offer/Travel Documents.

If you book a room where extra beds for a third and/or fourth person are made available, the extra bed(s) will typically be either a folding bed, sofa bed or stretcher. These can often only be placed in the living room area of your Accommodation. Where additional beds are added, available space within your Accommodation can become more restricted. If you are travelling with children under a children's price, an extra children's bed will be placed in the double room of 2 full-paying adults, where available.

Unless otherwise stated, cots are not included in the cost of your Package and must be paid for on arrival at your Accommodation. If you need a cot, please let us know before booking so we can check if your accommodation has cots, but please note that availability is not guaranteed. During busy periods, the number of Children/Infants may exceed the number of

cots available at your Accommodation so it may not be possible to provide them..

### 12.13 *Cooking facilities and furnishings*

Most apartments, bungalows and villas have an open kitchen or kitchenette: an unscreened part of the living room, in which there is a refrigerator, a stove (gas or electric) and a small sink. In many cases, kitchens and kitchenettes are only suitable for preparing simple meals. This sometimes requires some improvisation because kitchen utensils that you are used to at home may not be available. Also, the cooker usually consists of only two hobs, one of which is for keeping food warm only. Accommodation furnishings, including quality, for example, interior and plumbing, can be simpler than you are used to at home.

### 12.14 *Cleaning and linen*

**General:** your Accommodation will be delivered clean upon your arrival. If cleaning is included at your Accommodation it will be confirmed in your Travel Offer. We will also confirm in your Travel Offer if additional charges apply for cleaning at your Accommodation.

If your Accommodation includes a hotel stay, cleaning usually takes place on a daily basis, but this may not include Sundays and public holidays.

If you are not satisfied with the quality of cleaning, you must always report this directly to the Service Provider of your Accommodation. They can then take measures during your stay to rectify this for you.

Please note, if your Accommodation requires more than the normal level of cleaning provided locally, due to your conduct, you will be responsible for paying any additional charges that the Service Provider applies.

Unless otherwise stated, bed linen will be included in your Accommodation at no extra charge. If there is an additional charge for this, your Travel Offer will indicate those costs. If your Travel Offer confirms that linen will be changed once a week, this means that the linen will be changed at the end of the week. If you are only staying for a week, no linen will be changed during your stay.

### 12.15 *(Noise) nuisance*

Many popular destinations are very busy during high season and during holiday periods (including local holidays in your destination(s)). Many hotels and accommodation complexes organise all kinds of sports and accommodation activities during the day and at night.

If your accommodation has a bar (e.g. hotels) you may hear some noise, which may even be outside normal licensing hours that apply in destination. There may also be events such as live music, films or discos running as entertainment throughout the day and/or evening which may cause some noise. If entertainment is provided at your Accommodation, this will be indicated in your Travel Offer (see also article 13.2).

Please ensure that you choose accommodation and/or destinations that is appropriate for your requirements. If your Travel Offer mentions a 'lively environment', a 'central location' or 'in the vicinity or within walking distance of bars and restaurants', this means that there is usually a pleasant bustle of entertainment venues and/or traffic nearby. Absolute peace and quiet after 22:00 cannot be guaranteed. If you are sensitive to noise, we recommend that you choose accommodation without a disco, (pool) bar, or entertainment or accommodation that is close

to nightlife or busy roads.

Unfortunately, some holidaymakers may be noisier than you would like. This is outside of our control and we are therefore not liable for or responsible for their behaviour.

### 12.16 *Insects/Pests/Stray Animals*

Insects (such as ants, mosquitoes, bedbugs and cockroaches) are more common in warmer climates. This is usually not due to inadequate hygiene. We recommend that you cover up well and use insect repellent in the evenings and in wooded areas. Where possible, you should pack food in plastic bags and store it in a refrigerator. We advise you to report the presence of vermin to the Service Provider so that they can remedy this. Stray cats and dogs can be found in various destinations. Unfortunately, the presence of these animals and unwanted insects can never be completely excluded.

### 12.17 *Water, electricity, solar energy and sanitation*

Tap water is not usually intended as drinking water in the destination(s) mentioned in the Travel Offer. Tap water and swimming pool water can also be salty and/or contain chlorine. In some resorts you may experience problems with the provision of power and water supplies (plumbing or drainage) etc.. This is often caused by the local authorities who carry out temporary closures or distributions. As far as electricity is concerned, it is usually due to an overload of the local electricity grid. We are not liable for any inconvenience and/or damage suffered as a result of this. The hot water supply (showering) and the electricity supply are sometimes powered by solar energy. This means that in case of bad weather or frequent use of hot water and/or electricity in the accommodation, this facility may not be sufficient. If the Travel Offer refers to a bath, it is possible that the bath plug/stopper may not be present. This will be due to accommodation conserving water and energy. Shower curtains are not used in many destinations. Some accommodation does not allow you to flush toilet paper due to sensitive systems, in this case you will have to dispose of it in the rubbish bin provided. In most apartments or bungalows, basic energy consumption is included in the travel price. If you exceed this basic consumption, you may (based on 'normal' energy consumption), be charged for extra costs locally.

### 12.18 *Resort fee and safety deposit box rental*

Several hotels (especially in the United States) charge a "resort fee". The resort fee is generally per day, per person. You are obliged to pay this locally at your Accommodation.

Where available we recommend that you use a safety deposit box. These can be hired in most accommodation. In some accommodation, the rental of a safety deposit box is mandatory. We also recommend that you limit the amount of cash and valuable items (such as jewelry and small electrical items) that you take with you on holiday.

We will give you an indication of applicable resort fees and/or safety deposit box rental in your Travel Offer, where we know what these are. The amount of the resort fee and/or safety deposit box rental is not determined by us and may be subject to change at any time.

### 12.19 *Parasols and sunbeds*

Your Travel Offer may mention the presence of umbrellas or sunbeds at your Accommodation. Due to demand, the number of umbrellas and sunbeds available is usually not sufficient for the total number of guests staying at the Accommodation (especially in larger

accommodation). It is therefore possible that on some days you may not have a parasol and/or sun lounger at your disposal. In this case, there is no right to a refund of part of the travel sum paid by you.

### 12.20 *Mandatory surcharge for Christmas & New Year's Eve dinner*

Many accommodation Service Providers host special meals for holidays such as Christmas Day, Boxing Day and New Year's Day. If these meals are included in your Package, it will be confirmed in your Travel Offer. However, please note that many accommodation Service Providers apply a mandatory surcharge for Christmas Day, Boxing Day and New Year's Day meals. These surcharges and what is included in these meals differ per accommodation.

## 13. LOCAL FACILITIES, EXCURSIONS AND ACTIVITIES

### 13.1 *Use of facilities (general)*

Your Travel Offer may provide price indications for optional extras such as sports facilities, sauna, swimming pools and other facilities at your Accommodation or nearby that may be available for you to use for an additional fee (payable locally).

Other facilities such as minibar, use of games or TV channels, discos, etc. are not generally included in the price of your Package. If any of these items are included in your Package, this will be stated in your Travel Offer. Opening times for facilities can be requested locally at your Accommodation.

### 13.2 *Local Activities*

Our tour guide or representative at your destination may introduce you to Local Activities as an intermediary/agent only. Local Activities booked by you in destination are not included in your Package Holiday. Your contract for any Local Activities booked in destination is between you and the local provider. The local provider is responsible for the performance of the Local Activities. We are not liable for any damage that occurs during your participation in those Local Activities. Therefore, before participating, please make sure you are well informed about the nature and risk of these Local Activities, even if you have travel insurance.

Sometimes additional insurance may be necessary to cover you for the Local Activity you have booked. The mediation relationship between you and us with regard to Local Activities is subject to the ANVR travel conditions, paragraph 3 (available on [https://www.anvr.nl/Traveler\\_Terms](https://www.anvr.nl/Traveler_Terms))

Local Activities take place subject to sufficient participation. Whether they take place also often depends on seasonal and/or weather conditions. As part of our intermediary role, we provide as much information as possible about the prices of Local Activities.

Excursion programs exclude entrance fees to sites and buildings, unless otherwise stated. If a local city guide is used, the costs for this will be divided among the entire group. Participation in guided tours are optional. In your Travel Documents you will find information about entrance fees and guide costs. These prices are an estimate and are subject to change. The order in which excursions are carried out can be changed. In exceptional cases, it may be decided not to carry out excursions.

### 13.3 *Diving*

We strongly advise you not to go diving if you have a medical condition that may put you at increased risk, such as asthma, lung, heart and/or ear problems. We recommend that you do not take part in any diving activities within 12 hours of your



# GENERAL TERMS AND CONDITIONS FOR TUI TOURS IRELAND (by TUI Nederland N.V.)

flight's arrival or within 24 hours before your return or onward flight. Your GP doctor can provide you with more information about health risks when diving. You are responsible for having a valid diving certificate if you are going to dive unaccompanied.

## 13.4 Security Deposits

You may be asked to pay a security deposit in local currency on arrival at your Accommodation. This deposit is to cover, amongst other things, all, or part of, the replacement costs for things being lost, broken or damaged by you and any additional costs you incur during your stay.

If you choose to rent equipment (such as bicycles, water sports equipment and/or cars), you will also be required to provide an additional rental deposit upon arrival.

Deposits are usually payable by credit card. But some providers/Service Providers may accept a debit card or cash as security. This is not always stated in the Travel Offer. You may also be required to leave your passport and/or driver's license with the Service Provider during your stay.

On your day of departure and/or when the rentals are returned by you, any deposits paid under this Article 13.4 will be refunded to you, provided you return your Accommodation/rental equipment undamaged.

If the deposit has been issued with a credit card (or where accepted with a debit card), it will be credited back to the same card again. If the security deposit is issued in cash, this amount will be returned to you.

Service Providers will deduct the costs of any damage to or loss of property or inventory, the consumption of gas, electricity, water, extra cleaning costs, change of bed linen, etc. (if these costs are not included in the total cost of your Package).

Please note that if you leave early in the morning on the last day of your stay, you should request the Service Provider to carry out a check of your Accommodation and issue a refund of the deposit the night before. We will not be liable for any wrongful withholding of all or part of the security deposit. The same applies if you forget to ask for your deposit back. This is a matter between you and the Service Provider. We cannot mediate in this either.

## 13.5 Use of swimming pools and beaches

In some countries, wearing a swimming cap in a swimming pool is mandatory for hygiene reasons. Additionally, swimming in surf shorts, boxer shorts, T-shirts or whilst wearing suntan lotion/cream may not be permitted. Ball games and the use of inflatables in swimming pools etc. are usually not allowed.

In some destinations (particularly southern countries) a siesta is held in the afternoon. During this time, you are expected to be quiet and swimming pools are usually closed. In the early and late season, not all swimming pools are open. On some beaches, you may have to pay for access to the beach. It may also happen that you are obliged to rent a beach chair if you want to use the beach; If this is the case, this is not included in the total price of your Package.

## 14. CAR AND MOTORHOME RENTALS

Your Travel Offer will indicate if car/motorhome

rental is included in your Package Booking.

Please note: if you choose to rent a car, motorhome or other vehicle whilst you are on holiday, this will not form part of your Package Booking. Your contract for such rental will be directly between you and the provider of that service.

You must have a valid driving license with you at all times during your rental period.

### 14.1 Rental period

Car rental is charged per day (24 hours). For example, if you pick up your rental car on Monday at 09:00 in the morning for a three-day rental, the rental period ends on Thursday at 09:00 in the morning. If you return the rental car later, an extra day will be charged. If you return your rental car before the end of the rental period, you are not entitled to a refund of the rental period not used. If you return the rental car at a location other than the agreed one, additional fees will apply. Please note that the duration of the rental period is in line with your flight times.

### 14.2 Car hire models

All car brands and types mentioned in the Travel Offer are for example only. You may receive a rental car of a different brand or type on the day of collection. However, the car will be of the same category as you have reserved. If a rental car is explicitly included in the travel price, it is usually a car from the A or B/basic or standard category. Should this car not fit all passengers and luggage we advise you to reserve a larger (or extra) car at an additional cost.

### 14.3 Collection of car hire

Your Travel Documents will provide exact information on the location of your rental car. For guidance, collection of your rental car will usually be at your arrival airport (you may need to use a shuttle bus, taxis or other transportation to reach the rental collection location). However, sometimes, you may need to collect your rental car from a city office. On other occasions your Travel Offer/Travel Documents may confirm that your rental car will be parked at your Accommodation for your arrival or that it will be delivered to you at your Accommodation. You will usually be required to return your rental car to the same place as your collection point, but your Travel Documents will confirm your exact location.

When rental hire is included in your Package, your Travel Offer/Travel Documents will list what is included with your rental hire. When signing the rental contract, make sure to check that you will not be charged for additional products and services or costs against your will - if there is a disagreement about this after the rental period has ended, we cannot do anything for you. This is a matter between you and the car rental company.

### 14.4 Credit card required

An internationally accepted credit card is required for all car rentals. This credit card must be registered in the name of the main driver. The card will be used to pay any required deposit before using the rental car (see also article 13.4) and/or to pay for any extras that are not included in the travel sum. Any other means of payment is usually not accepted.

### 14.5 Conditions of age

Often, conditions are set regarding the age of the main driver and the number of years the main driver must have held a valid driver's license. These conditions vary from country to country. It is up to you to check whether there is

any conditions that may restrict you during your trip.

### 14.6 Insurance and damage to the rental car

Enquire with the rental company about the insurance conditions applicable to your rental, especially what is and is not covered before using the rental car. There may also be a deductible that you will be required to pay if any claims are made under the policy.

Please note insurance does not usually cover tire, underbody and glass damage/loss, damage/loss caused by driver fault (e.g. negligent/reckless driving, driving under the influence of alcohol, medication or drugs), theft of the hire car if keys are left in the car unattended and/or if you fill up with the wrong type of fuel. . If you plan to cross national borders using your hire car, you should check whether this is allowed with the car hire company.

We recommend that when you pick up your rental car, you check that it is in working order and has no damage. This is for your own safety and may help to avoid disagreements between you and the rental company about the presence of damage when you collect or return the rental car. Also check whether the rental car has a spare wheel, etc. If, when you collect your rental car, it is not in good order and/or is damaged, you must notify the car rental provider immediately and obtain proof of this (such as photographs) – we recommend you do this in writing.

You will be responsible for any costs incurred by the car rental company if there is any damage made to the rental car during the rental period with you. You will need to settle these costs with the car rental company directly. We play no role in this. You agree to indemnify us against any claims and/or damages made by the car rental company or third parties against you in connection with such damages. In the event of damage to, an accident with, or theft or loss of the car, you should always submit a police report, a damage report and a copy of your proof of identity to the car rental provider. You should always notify the car rental company immediately of any incident or accident.

### 14.7 Fuel and extras

Depending on your rental company, you may be asked to pay for a full tank of fuel when you take delivery of the rental car. In these circumstances, you can return the rental car to the hire company with an empty tank.

If your car is delivered with a full tank, you must also return the car with a full tank. If you fail to do so, you will be charged for the fuel and service costs afterwards. All extras mentioned that come with the car rentals do not include local taxes.

## 15. CRUISES

The applicability of any provision in this Article shall not affect the applicability of provisions in other Articles. This is different if this Article expressly deviates from this statement.

### 15.1 General terms and conditions Cruise lines

Your Cruise is also subject to the terms and conditions of the cruise line carrier operating the cruise. These terms and conditions can always be consulted, downloaded and printed via [General Terms/Suppliers/Cruises](#). These can be sent to you free of charge upon request. The general terms and conditions of the carrier are also stipulated by us on behalf of that shipping company and therefore also apply in the relationship between you and that carrier.

### 15.2 Travel documents

Most carriers (including those that only operate within Europe) require that you are in possession of a valid passport that is valid for at least six (6) months after your return (so an identity card is not sufficient). Please ask for the exact requirements when making your Booking. In addition, your first and last name as stated in your Travel Documents must exactly match those in your cruise ticket. For many carriers, it is customary to register the details from your Travel Documents online in advance. If you do not do this, the carrier apply a fee or deny you boarding, which we will not be responsible for.

To ensure that applicable customs formalities in the various ports run smoothly, you may be requested at the time of embarkation to leave your passport onboard with the carrier. However, when you disembark, your passport will be returned to you. We recommend that you bring a copy of your passport or a second form of identification, such as a driver's license or identity card with you on your holiday. If you are travelling to a country that requires a visa, this will be indicated by us. In some cases, a visa (for a fee) can be arranged by the carrier. However, you are always responsible for applying for and having the correct Passport and Visa Documents in your possession.

#### 15.3 Connecting flight - Cruise

If you are unable to reach the port of departure or are unable to reach it on time because a flight (or any other transport) booked by you yourself (i.e. a flight that is not part of the Package) to the port of departure does not take place, or is delayed, this risk will be borne by you.

#### 15.4 Sailing schedule

Although the carrier will do everything in its power to carry out the sailing program as planned, there are sometimes circumstances that require deviation from the program. This may be the case, for example, in certain weather conditions or political situations. Ice conditions can also affect expedition cruises, and water levels can play a role in river cruises.

The captain watches over the safety of passengers, crew and the ship and has the final say in this. The carrier also reserves the right to carry out the sailing schedule with another vessel. These ships are always at least equivalent to your original vessel, although the classification is often different.

#### 15.5 Embarking and disembarking

Upon embarkation, you will receive an on-board pass. This on-board pass serves as proof of identity and must therefore always be carried with you when you leave the ship. This board pass is almost always also your cabin key. It is also used to credit your onboard expenses to your on-board account. Embarkation usually begins a few hours before departure. The exact times will be stated in your Travel Documents. You should be aware, especially with large ships, that there may be waiting times during embarkation. However, carriers will do everything they can to keep waiting times to a minimum. In some ports, it may not be possible for the ship to moor at a quay/port. In this situation, tender vessels will take you ashore. These are small boats that sail from and to the ship during a port call.

#### 15.6 Clothing and language

Dress codes vary by carrier. In general, comfortable casual clothes will suffice during the day. For the evening hours, more elegant clothing is often desired. Many ships hold gala evenings two nights a week. On these evenings a more formal style of dress is common. For the men this means a tuxedo or dark suit and for the

ladies a cocktail or prom dress. But more and more carriers are becoming more flexible on dress code requirements (in some cases there may be no dress code at all). Depending on the destination, good walking shoes are useful.

Walking boots and a warm wind- and waterproof jacket are necessary for expedition cruises. Sometimes these are available for you to hire for an additional fee. In some cases, you will receive a parka from the carrier as a service. We will inform you about this before departure. The language of instruction on board depends on the origin of the shipping company. Usually the language of instruction is English, Spanish or German. Nevertheless, the international crew will usually speak other languages as well. Announcements via the ship's public address or the ship's logbook are often multilingual.

#### 15.7 Medical care on board

Medical personnel are present on every ship. Consultations and medicines are charged and must be paid on board. You can often claim these costs from your travel or health insurer upon your return.

The use of stabilizers on modern ships reduce the risk of seasickness. Please consult your GP/doctor if you are sensitive to travelling by sea.

Due to the reflection of the surface of the water, the sun can be stronger on board a cruise ship than on land. This also applies to polar regions. We recommend you to protect yourself and your children from sunburn by using sun cream.

A number of carriers require you to provide a signed doctors letter in English if you are a wheelchair user, dialysis patient, need to travel with/use extra oxygen or perishable medicines.

Each carrier has its own conditions that apply if you are pregnant when travelling with them. Please ask for these terms and conditions prior to making your Booking (or as soon as you become aware of your pregnancy). You may be denied boarding if you do not comply with these requirements. Due to the vulnerability of newborns, babies under the age of 6 months are not allowed on a Cruise.

#### 15.8 Accommodation and other facilities on board

In the Travel Offer, you will find a certain classification for each ship. All cabins are air conditioned. Air conditioning must be set manually.

Cabins also have a private bathroom.

In most cases you will find a television and a safe in the cabin. Other facilities depend on the carrier and your chosen cabin type. This is usually stated in the Travel Offer.

Cabins are generally equipped with power outlets with both 110 and 220 volts. However, this is not always the case. Please enquire about this before making a Booking. We recommend that you bring a universal adapter plug, because plugs do not always fit in the sockets on board.

Most cabins have a phone that allow you to make international calls/calls for an additional fee. This can be very expensive, so we recommend that you only use this phone in emergencies. Almost all ships have internet facilities that you can use for a fee. The use of your mobile phone on board depends on your provider and the technical facilities on board. Please note that it is common for there to be no mobile phone coverage when the ship is at sea.

Sometimes a reservation is made on the basis of a so-called guarantee cabin. This is

especially the case with special offers. It means that you will only be assigned a cabin number at a later stage or upon embarkation. No rights can be derived from this.

#### 15.9 Food & drink on board

Unless otherwise indicated, all meals are included during a Cruise. Meals are served buffet-style or à la carte on an à la carte basis. Given the limited capacity of many restaurants, dinner often takes place in two sittings. When booking, you can usually indicate a preference for the first session (starting approx. 18.00-18.30 hrs) or second session (starting approx. 20.00-20.30 hrs) and the desired table size. This preference is not a guarantee. Upon embarkation or in the cabin, you will receive the final details of the session, the table number and the restaurant in which you are dining. Often carriers also offer an open seat, so you no longer have to be guided by the start time of the dinner. There are also specialty restaurants on board where you can dine. Each carrier will offer an extensive menu choice. Vegetarian dishes are always available. If you have any specific dietary requirements or allergies, please let us know at the time of Booking.

#### 15.10 Luggage

Before boarding, drop off your luggage at the porters at the port. You will find your luggage at the door of or in your cabin later that day. The evening prior to disembarkation, please place your luggage outside the door of your cabin. This is to prevent congestion in the corridors and delays at the lifts. The baggage must also be checked by customs.

On the day of disembarkation, you will find your baggage back in the terminal. It is advisable to keep a bag with some hand luggage, toiletries and any medication with you for the last evening. Because the average cabin on board is smaller than a hotel room, the amount of storage space is often limited. We advise you not to bring more than one suitcase per person.

#### 15.11 Activities during the Cruise

Every day you will receive a daily program in your cabin. Here you will find an overview of all activities, the opening hours of the shops, port arrival and departure times and information about the meals and the Entertainment. Most cruise lines offer a full excursion program. You can often book these excursions before your initial departure date. You will be informed about this when booking. It is also possible to book excursions on board, but availability may be limited and some excursions may be fully booked. Once booked, excursions can usually no longer be cancelled free of charge. If you do not wish to participate in an excursion, you are free to disembark independently. However, you are responsible for getting back on board on time. On expedition cruises and river cruises, excursions are often included in the tour price. For excursions that are booked on board or in ports and that are not included in the travel sum, the provisions of article 13.2 will apply.

#### 15.12 On-board bill & gratuities

All expenses you make on board (with the exception of the casino) will be credited to your onboard account. This bill must be paid by major credit card or cash at the end of the Cruise. The cost of drinks ordered in the bars or restaurant will be credited to your ship account and settled at the end of the Cruise.

Carriers automatically charge a service fee of 15-18%. Gratuities are generally not included in the cruise fare. However, they are common. As a guideline, we recommend that you budget approximately €6-10 per day to cover gratuities.

Different rules apply per carrier but gratuities are for your discretion, unless indicated otherwise.

## 15.13 Other provisions in these General Terms and Conditions

By way of derogation from the provisions of:

- a) Article 3.5, separate children's prices do not always apply and carriers may charge a full or special 3rd/4th person price for Infants for the Cruise. All Cruise bookings must have at least two full-paying persons. If only one full-paying person participates, the first child will be considered the second full-paying passenger. Consult the Travel Offer or ask for prices for Children and Infants before you book.
- b) Article 10.4 does not include transport from the airport to the cruise terminals and vice versa, unless otherwise stated or agreed in the Travel Offer.
- c) Article 10.3 there is often no tour guide present at the cruise destinations.
- d) Article 12.2 In the case of a 3- and/or 4-person standard inside or outside cabin, the third and fourth person usually stay in a bunk bed. A sofa bed is only found in the more expensive cabin category (this varies from shipping company to shipping company).
- e) Article 12.9 does not apply to cruises, as carriers do not allow domestic pets on board.
- f) Article 12.12, an extra third or fourth bed is often a bunk bed.
- g) Article 19.3 – the rules regarding smoking onboard a cruise differ per carrier. All restaurants on each ship are non-smoking. Smoking is also not allowed in other public areas, unless otherwise indicated onboard. If smoking is permitted, it is only in designated areas. Smoking in cabins or on cabin balconies may be allowed by some carriers but this is not guaranteed. Smoking a cigar or pipe is usually only allowed outdoors and in special "cigar bars" that some ships have.

## 16. INSURANCE

### 16.1 Insurances in general

We strongly recommend that you take out a suitable travel insurance policy for you and anyone travelling with you (including Infants and Children). This should cover you against assistance (including repatriation) in the event of accident, illness, death and cancellation. Your own specific situation (such as your destination and the conditions

Please note that some hazardous activities may also require you to take out additional insurance cover, so please check with your insurer.

### 16.2 Intermediary/agent

We only act as an intermediary/agent between you and the insurance company when you purchase travel insurance through us. Your insurance contract is directly between you and your insurance company. We are not liable for the incorrect performance of that agreement. If claims are made to us under the insurance policy, we will only submit them to the insurer as an intermediary.

## 17. LIABILITY OF THE TRAVELLER

You are liable for any damage you cause to property including property belonging to third parties (e.g. fellow travellers, airlines, accommodation providers, etc.). The same applies to costs incurred by us/these third parties as a result of your acts or omissions. If you or persons you are responsible for:

- a) behave in such a way as to cause or

- b) threaten to cause damage;
  - b) do not comply with the Service Provider's house rules;
  - c) hinder third parties in the enjoyment of their journey, or;
  - d) otherwise cause a nuisance;
- both we and the Service Providers reserve the right to deny you access to your accommodation or the means of transport, or to remove you from your accommodation, or transport and to recover any damages from you. Depending on the seriousness of your conduct, we may terminate your Package Travel Contract and in such circumstances you will not be entitled to a refund or any compensation. We cannot be held liable for the acts or omissions of other guests.

## 18. NOT COMPLETELY SATISFIED

You may notice a shortcoming at your destination or during the Package. You must report this to us as soon as possible via our tour guide physically or digitally as well as with the Service Provider concerned. If our tour guide or the Service Provider is not on site, you must immediately report the shortcoming to us by telephone +353 1 203 0644 (available 24 hours a day). Collect calls cannot be accepted. Please mention your booking number when you contact us. You will find this in your Travel Documents. We will, whether or not in consultation with the Service Provider concerned, try to remedy the reported shortcoming, unless this is impossible or if this results in disproportionate costs for us or the Service Provider, taking into account the nature and extent of the shortcoming and the value of the Package or the Travel Service in question.

If you are not satisfied with how your Package Holiday went, you can submit a complaint or suggestion by email to TUI tours Customer Services: [TUIToursFeedback@tui.com](mailto:TUIToursFeedback@tui.com). TUI's tours Customer Services department will answer questions and reactions after the end of the Package Holiday and try to find a solution together with you.

If you have not been able to find a solution to your complaint with us, you can have a recognised neutral party adjudicate on your dispute. This way, you don't have to go to court. The European Commission has an online dispute resolution platform for products and services purchased online. In the Netherlands, this is the Travel Disputes Committee (see [www.sgc.nl](http://www.sgc.nl)), to which we are automatically affiliated as an ANVR member. The Travel Disputes Committee is appointed by the European Commission as a neutral alternative dispute resolution body, as referred to above. It is also possible to submit a complaint directly to the Travel Disputes Committee by writing to:

Travel Disputes Committee

P.O. Box 90600  
2509 LP Den Haag  
The Netherlands  
Tel: 070-310 53  
10  
[www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)

Please note that your complaint will only be dealt with by the Travel Disputes Committee if the provisions of Articles 12 and 13 of the ANVR travel conditions have been met. In addition, the provisions of the Travel Disputes Committee must

be complied with.

If you believe you have a claim against us and it amounts to a maximum of € 5,000.00, you can also choose to use the European Small Claims Procedure. This is a simplified, accessible, and fast judicial procedure, whereby the decision given in general is recognized and enforceable in other European countries. For more information about the European Small Claims Procedure, we refer you to the [European e-Justice Portal - Small claims](#)

## 19. MISCELLANEOUS

### 19.1 Use of credit card

When using a credit card, the PIN code is increasingly required instead of a signature. That is why it is important that cardholders, including you as a holidaymaker if you want to use it, remember the PIN code of their credit card (but under no circumstances write it down anywhere).

### 19.2 Your mobile phone number

When making your Booking, you will be asked for your mobile phone number. We need this information in case of emergencies, so that we can reach you quickly. If we are unable to reach you in such a case, because you have not provided a mobile number, it is incorrect or your phone is switched off, this is entirely at your risk. In addition, when making your Booking, we ask for a telephone number of a stay-at-home person. This allows us to contact this person directly in the event of an emergency. In such a case, you must have permission from the person staying at home to provide us with his/her telephone number.

### 19.3 Smoking

Smoking on board coaches, trains and planes is strictly forbidden. In many countries, this ban now also applies in public spaces and catering establishments. In most countries within the EU, smoking is also prohibited in hotel rooms and in public areas of the hotel. The introduction of such a prohibition is not a reason to cancel or amend your Booking free of charge.

### 19.4 Available day and night

You can contact us if you have any problems or queries during your Package on +353 1 203 0644.

### 19.5 Copyright

Nothing in our travel brochures, price guides, websites and other media, as well as in these General Terms and Conditions of Travel, may be reproduced, stored in an automated database, or made public, without the prior written consent of TUI Nederland N.V.

### 19.6 Confidentiality and personal data

All details provided by you will be held by us and used in accordance with our Privacy Notice. We will process personal data about you and members of your party so that we can manage your account or booking, provide you with our products, services and/or any other travel arrangements booked with us. By providing other people's personal data, you must be sure that they agree to share their data with us and, where appropriate, they understand how their personal data may be used by us. We process personal data that you make available to us in accordance with our Privacy Policy:

#### 19.6.1. What this Privacy Notice covers

The data controller is TUI Nederland N.V. (referred to in this Notice as "we" or "us"), part of the [TUI Group](#).

We are committed to doing the right thing when it comes to how we collect, use and protect your personal data. Your privacy matters to us, so please do take the time to read our Privacy Notice which explains:

- What types of personal data we collect and why we collect it.
- When and how we may share personal data within the TUI Group and with other organisations.
- The choices you have, including how to access and update your personal data.

We have tried to keep this Notice as simple as possible, but if you are not familiar with terms such as data controller, special categories of personal data, then read about these and some others in Key terms.

## 19.6.2. Personal data we collect

When you register for any of our services, you may provide us with:

- Your personal details, including your address, email address, phone number and date of birth.
- Your account login details, such as your username and the password you chose.

When you browse our websites or use our mobile apps, we may collect:

- Travel preferences.
- Information about your browsing behaviour on our websites and mobile apps.
- Information about when you click on one of our adverts, including those shown on other organisations' websites.
- Information about the way you access our digital services, including operating system, IP address, online identifiers and browser details.
- Social preferences, interests and activities.

When you buy our products in our shops or online, we may collect:

- Passenger information, passport details, other ID document details.
- Insurance details.
- Relevant medical data and any special, dietary, religious or disability requests.
- Information about your purchases, including what you bought, when and where you bought it, how you paid for it and credit or other payment information.
- Information about your browsing behaviour on our websites and mobile apps.
- Information about when you click on one of our adverts, including those shown on other organisations' websites.
- Information about the way you access our digital services, including operating system, IP address, online identifiers and browser details.
- Social preferences, interests and activities.

When you contact us or we contact you or you take part in promotions, competitions, surveys or questionnaires about our services, we may collect:

- Personal data you provide when you connect with us, including by email, post and phone or through social media, such as your name, username and contact details.
- Details of emails and other digital communications we send to you that you open, including any links in them that you click on.
- Your feedback and contributions to customer

surveys and questionnaires.

## Other sources of personal data

- We may use personal data from other sources, such as specialist companies that supply information, retail partners and public registers.
- Your insurance company, their agents and medical staff may exchange relevant personal data and special categories of personal data with us in circumstances where we/they need to act on your behalf or in the interest of other customers or in an emergency.
- If you log-in using your social network credentials to connect to our platforms and online services e.g. Facebook, Google+ and Twitter, you will agree to share your user details with us. For example, your name, email address, date of birth, location and any other information you choose to share with us.
- We may use CCTV images, IP address and browser details collected in or in the immediate vicinity of our shops, premises, other buildings and cruise ships.

## Personal data you provide about other individuals

- We use personal data about other individuals provided by you, such as those people on your booking.
- By providing other people's personal data, you must be sure that they agree to this and you are allowed to provide it. You should also ensure that, where appropriate, they understand how their personal data may be used by us.

## 19.6.3. Using your personal data

We use your personal data in a variety of ways, as explained below.

### To provide the products and services you request

We need to process your personal data so that we can manage your account or booking, provide you with the products and services you want to buy and help you with any orders and refunds you may ask for.

### To manage and improve our products, services and day-to-day operations

We use personal data to manage and improve our products, websites, mobile apps, customer loyalty or recognition programme(s) and other services.

We monitor how our services are used to help protect your personal data, detect and prevent fraud, other crimes and the misuse of services. This helps us to make sure that you can safely use our services.

We may use personal data to respond to and to manage security operations, accidents or other similar incidents, including medical and insurance purposes.

We may use personal data to carry out market research and internal research and development, and to develop and improve our product range, services, shops, IT systems, security, know-how and the way we communicate with you.

We use CCTV images to help maintain the safety of anyone working in or visiting our shops, premises and other buildings, and for the prevention, detection and prosecution of criminal offences. We may also rely on the images to

establish, exercise or defend our legal rights.

### To personalise your experience

We want to ensure that marketing communications relating to our products and services, and those of our suppliers, retail partners and the TUI Group, including online advertising, are relevant to your interests.

To do this, we may use your personal data to better understand your interests so that we can try to predict what other products, services and information you might be most interested in. This enables us to tailor our communications to make them more relevant and interesting for you.

Looking at your browsing behaviour and purchases helps us to better understand you as a customer and it allows us to provide you with personalised offers and services.

We may also measure your responses to marketing communications relating to products and services we offer, which enables us to offer you products and services that better meet your needs as a customer.

If you do not want to receive a personalised service from us, you can change your preference online, over the phone or by writing (e.g. email) to us at any time. We will update our records as soon as we can.

### To make contact and interact with you

We want to serve you better as a customer so if you contact us, for example by email, post, and phone or via social media, we may use personal data to provide clarification or assistance to you.

We need to process your personal data so that we can manage any promotions and competitions you choose to enter, including those we run with our suppliers and retail partners. For example, if you win a prize.

We may invite you to take part in customer surveys, questionnaires and other market research activities carried out by the TUI Group and by other organisations on our behalf.

To help us to better understand you as a customer, and to be able to provide you with services and marketing communications (including online advertising relevant to your interests), we may combine the personal data we collect when you make purchases in-shop with personal data collected from our websites, mobile apps and other sources.

We do **not** sell your personal data to third parties.

## 19.6.4. Marketing communications

From time to time we may send you relevant offers and news about our products and services in a number of ways, including by email. We may also send you information about other companies' products and services that we believe may be of interest to you. We will only do this if you previously agreed to receive these marketing communications.

When you book or register with us we will ask if you would like to receive marketing communications. You can change your marketing preferences online, over the phone, using the 'unsubscribe' link in our marketing emails, replying STOP to the short code in our marketing text messages or by writing to us (e.g. email) at any time. Of course, the choice is entirely yours, but if



# GENERAL TERMS AND CONDITIONS FOR TUI TOURS IRELAND (by TUI Nederland N.V.)

you say you do not want to receive marketing information from us this will prevent you from receiving great offers or promotions that may be of interest to you.

You may still receive service-related communications from us. For example, confirming bookings you make with us and providing important information about the use of our products or services.

## 19.6.5. Market research

We like to hear your views to help us to improve our products and services, so we may contact you for market research purposes. You always have the choice about whether to take part or continue in our market research.

## 19.6.6. Sharing personal data with suppliers and retail partners

In order to provide products or services requested by you we may share personal data with suppliers of your travel arrangements, including airlines, hotels and transport companies.

We also work with carefully selected suppliers that carry out certain functions on our behalf. For example, companies that help us with IT services, storing and combining data, marketing, market research, processing payments and delivering products and services.

We may need to share personal data to establish, exercise or defend our legal rights; this includes providing personal data to others for the purposes of preventing fraud and reducing credit risk.

When we share personal data with other organisations we require them to keep it safe, and they must not use your personal data for their own marketing purposes.

We only share the minimum personal data that enable our suppliers and retail partners to provide their services to you and us.

## 19.6.7. Sharing personal data with regulatory authorities

So that you can travel, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your personal data for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate.

Some countries will only permit travel if you provide your advance passenger data (for example Caricom API Data and US Secure Flight Data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may assist where appropriate.

We may share the minimum personal data necessary with other public authorities if the law says we must, or we are legally allowed to do so.

## 19.6.8. Sharing personal data within the TUI Group

Our Privacy Notice applies to all of the services offered by the TUI Group but excludes services that have separate privacy notices that do not incorporate this Privacy Notice. We may share the minimum personal data necessary with other

companies in the **TUI Group**, for example, to provide the products and services you request; to manage and improve our products, services and day-to-day operations; to help to personalise your experience; where appropriate, to make contact and interact with you; and, if allowed and appropriate, for marketing or market research purposes.

We may also share personal data with an organisation we sell or transfer (or enter into negotiations to sell or transfer) any of our businesses or any of our rights or obligations under any agreement we may have with you. If the transfer or sale goes ahead, the organisation receiving your personal data can use your data in line with this Privacy Notice.

## 19.6.9. Protecting your personal data

We know how important it is to protect and manage your personal data. We take appropriate security measures to help protect your personal data from accidental loss and from unauthorised access, use, alteration and disclosure.

The security of your data also depends on you. For example, where we have given you or where you have chosen a password for access to certain services, you are responsible for keeping this password confidential.

The personal data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by organisations operating outside the EEA who work for us or for one of our suppliers. We put in place appropriate protections to make sure your personal data remains adequately protected and that it is treated in line with this Notice. These protections include, but are not limited to, appropriate contract clauses, such as [standard contract clauses approved by the European Commission](#), and appropriate security measures.

## 19.6.10. Data retention

We will retain your personal data for only as long as it is necessary for the uses set out in this Privacy Notice and/or to meet legal and regulatory requirements. After this period, we will securely erase personal data. If data is needed after this period for analytical, historical or other legitimate business purposes, we will take appropriate measures to anonymise this data.

## 19.6.11. About cookies and similar technologies

Cookies are small data files that allow a website to collect and store a range of data on your desktop computer, laptop or mobile device. Cookies help us to provide important features and functionality on our websites and mobile apps, and we use them to improve your customer experience. Please see our separate Cookie Notice.

## 19.6.12. Links to other websites

Our websites or mobile apps may contain links to websites operated by other organisations that have their own privacy notices. Please make sure you read the terms and conditions and privacy notice carefully before providing any personal data on another organisation's website as we do not accept any responsibility or liability for websites of other organisations.

## 19.6.13. Social media features

Our websites or mobile apps may contain social

media features such as Facebook, X, Google+ and Pinterest that have their own privacy notices. Please make sure you read their terms and conditions and privacy notice carefully before providing any personal data as we do not accept any responsibility or liability for these features.

## 19.6.14. Accessing and updating your personal data; and complaints

You have a right to ask for a copy of the personal data we hold about you, although you should be able to access online the personal data associated with your account or booking. You can write to us asking for a copy of other personal data we hold about you.

Please include any details to help us identify and locate your personal data. Where we can provide data access, we will do so free of charge except where further copies are requested in which case we may charge a reasonable fee based on administrative costs.

We want to make sure that the personal data we hold about you is accurate and up to date. If any of the details we hold are incorrect, please let us know.

You can also ask for your personal data to be rectified or erased, to object to the processing of your personal data and, where technically feasible, to ask for personal data you provided to be transmitted to another organisation.

We will update or erase your data, unless we have to keep it for legitimate business or legal purposes.

You can also contact us if you have a complaint about how we collect, store or use your personal data. We aim to resolve complaints but if you are dissatisfied with our response, you may complain to the local data protection authority: [Home | Autoriteit Persoonsgegevens](#)

Please submit your request or complaint in writing to the Data Protection Officer: [dataprotection@tui.nl](mailto:dataprotection@tui.nl)

Please note that we may ask you to verify your identity before we can act on your request or complaint. We may also ask you for more information to help ensure that you are authorised to make such a request or complaint when you contact us on behalf of someone else.

## 19.6.15. Legal basis for processing personal data

We will only collect and use your personal data if at least one of the following conditions applies:

- We have your consent;

Example: Customer account  
You give us permission to process your personal data when you register for a customer account.

- It is necessary for a contract with you or to take steps at your request prior to entering into a contract;

Example: To provide the products and services you request  
We need to process your personal data so that we can manage your account or booking, provide you with the products and services you want to buy and help you with any orders and refunds you may ask for.

- It is necessary for us to comply with a legal

obligation;

Example: Sharing personal data with regulatory authorities

So that you can travel, it may be mandatory (as required

by government authorities at the point(s) of departure

and/or destination) to disclose and process your personal

data for immigration, border control, security and anti

terrorism purposes, or any other purposes which they

determine appropriate.

- It is necessary to protect your vital interests or those of another individual;

Example: In an emergency

Your insurance company, their agents and medical staff

may exchange relevant personal data and special

categories of personal data with us in circumstances where

we/they need to act on your behalf or in the interest of

other customers or in an emergency.

- It is in the public interest or we have official authority; or

Example: Security operations

We may use personal data to respond to and to manage

security operations, accidents or other similar incidents,

including medical and insurance purposes.

- It is in our or a third party's legitimate interests and these are not overridden by your interests or rights.

Example: To personalise your experience

We may use your personal data to better understand

your interests so that we can try to predict what other

products, services and information you might be most

interested in. This enables us to tailor our communications to make them more relevant and interesting for you.

Where we need to process special categories of personal data, for example health data for medical reasons, we will only do so if one or more additional conditions apply. For example, we have your explicit consent; it is necessary to protect the vital interests of you or another individual and you are physically or legally incapable of giving consent; it is necessary to establish, exercise or defend legal claims; it is necessary for reasons of substantial public interest.

## 19.6.16. Key terms

Data controller: The data controller determines the purpose and manner in which personal data is used.

European Economic Area (EEA): EU Member States plus Norway, Iceland and Lichtenstein.

Online advertising: Marketing messages that you may see on the internet.

Special categories of data: These are categories of personal data revealing racial or ethnic origin; political opinions; religious or philosophical

beliefs; trade union membership; genetic data, biometric data for the purpose of uniquely identifying a natural person; health data; and data concerning a natural person's sex life or sexual orientation.



Caricom API Data: Some or all of the Caricom states 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. Please see the [Caricom website](#) for more details.

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. You may also provide your Redress Number, if available. Failure to provide details 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. Please see the TSA website for more details.

## 19.6.17. Changes to our Notice

This Notice replaces all previous versions. We may change the Notice at any time so please check it regularly on our website(s) for any updates. If the changes are significant, we will provide a prominent notice on our website(s) including, if we believe it is appropriate, electronic notification of Privacy Notice changes.

## Tour operator

Unless expressly stated otherwise, all trips in the Travel Offer are organised by us: TUI Nederland N.V. Volmerlaan 3 2288 GC Rijswijk

Chamber of Commerce 27148888

Tel: 070 3266000

Mail: [info@tui.nl](mailto:info@tui.nl)

Website: [www.tui.nl/corporate](http://www.tui.nl/corporate)



## ANVR Terms and Conditions

We are affiliated with the General Dutch Association of Travel Companies (ANVR). This association

maintains high standards of membership and requires its members to promote quality travel and information about it. All Package Holidays from our Travel Offer are subject to the ANVR Traveller Terms and Conditions, paragraph 1 (latest version: [https://www.anvr.nl/Traveller\\_Terms](https://www.anvr.nl/Traveller_Terms))

When booking by telephone, the ANVR Travel Conditions can be sent to you free of charge at your request.

## Travel Funds Guarantee Fund Foundation

We are affiliated with the Travel Guarantee Fund (SGR) which financially protects your Package. In the event of our financial insolvency, the SGR will ensure that you receive a refund of your Package.

See also [https://www.sgr.nl/Guarantee\\_Scheme](https://www.sgr.nl/Guarantee_Scheme)

## Against child prostitution at holiday destinations

We are the first travel organization in the Netherlands to have the international Code of Conduct against Sexual Exploitation of Children in Travel and Tourism. In doing so, we actively support the fight against sexual exploitation of children and young people (up to 18 years old) at holiday destinations, in collaboration with ECPAT Netherlands and the ANVR. We invite you to be alert to child abuse. Information is available from the tour guide. Want to know more? <https://ecpat.org/>

## Sustainable Tourism

Sustainable tourism is nothing more than travelling and taking into account the environment, people, nature and culture, so that attractive destinations can also be offered to future generations. The ANVR travel industry is involved in this and is committed to Sustainable Tourism Entrepreneurship (DTO). For example, our company complies with the ANVR-DTO obligation, whereby the travel company has, among other things, appointed a trained coordinator. We have also drawn up a policy statement and a programme of practical measures describing how we will deal with environmental care now and in the future. You can read our TUI Group policy statement and programme on sustainable tourism on the website [Sustainability | TUI Group](#). But sustainable tourism is not just something for travel companies. As a holidaymaker, you are an indispensable link in this process.

Version: February 2025