

## OUR AGREEMENT FOR YOUR ACCOMMODATION BOOKING

First Choice is a trading name of TUI UK Limited, Company Number 02830117, our Registered Office is Wigmore House, Wigmore Lane, Luton, LU2 9TN and Our Agreement sets out what we can expect from each other when you buy Hotel Only accommodation from us.

### BOOKING YOUR HOTEL ONLY

When you book your Hotel Only services you are accepting Our Agreement on behalf of everyone travelling.

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

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

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

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

Our Agreement is made under the laws of England and Wales and you submit to the exclusive jurisdiction of those courts. You can choose the law and jurisdiction of Scotland or Northern Ireland but only if you live there.

### Providing Information

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

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

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

You must pass on any important safety and travel information we give you to everyone on your booking. If you are not self-reliant or have reduced mobility (such as finding it hard to walk 500 metres) you must tell us before you book and if this changes the hotelier at least 48 hours before your accommodation.

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

## **The Price You Pay**

The price you pay at time of booking will vary based on the rate type you book. We will let you know which rate your Hotel Only booking falls under before you book and this will also be confirmed in your booking confirmation.

- **Non-Refundable:** You will be required to pay in full your booking fees at the time you make your Hotel Only booking with us. This amount is non-refundable should you wish to make changes or cancel your booking.
- **Partially Refundable:** You will be required to pay 20% of the total price at the time you make your Hotel Only booking with us. The remaining balance will be due 28 days before your check-in date. If payment is not received, we reserve the right to treat your booking as cancelled and we may charge you the applicable cancellation fees.
- **Refundable (excluding day of check in):** You will not be required to pay anything at the time you make your Hotel Only booking with us. The full balance will be due 7 days before your check-in date. If payment is not received, we reserve the right to treat your booking as cancelled and we may charge you the applicable cancellation fees.

When you book your accommodation, we will send you your booking confirmation within 14 days. Mistakes can happen, so if any price on your booking confirmation, our website or our booking systems is obviously wrong, a booking made based on that price won't be valid, we can cancel it and refund you unless you want to pay the correct price.

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

## **BEFORE YOUR STAY if You Change Your Hotel Only Booking**

Sometimes you can make changes to your booking. The table below shows the fees that we charge for each element of your booking we let you change.

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

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

You can't change some elements of your accommodation such as check-in/out dates, room/board upgrades and late checkout rooms.

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

Amendment Fees	29 days or more before your holiday	28 - 15 days before your holiday	14 - 0 days before your holiday
To change a name	£25 per person	90% of original price	100% of original price
To change accommodation and duration than planned*	70% of original price	90% of original price	100% of original price
Change check-in date to an earlier/later date than planned	Treated as a cancellation	Treated as a cancellation	Treated as a cancellation

### If You Cancel Your Booking

To cancel your booking, please tell us as soon as possible. When your booking has been cancelled you will receive a cancellation invoice.

You must pay a cancellation fee which covers our administration costs and any fees charged by the Hotel Only accommodation supplier. The fee is based on the rate type you book, as follows:

		Number of days before departure that cancellation is notified to us		
		Up to 29	Between 28 - 1	On check-in day
Rate type booked	Non-Refundable	<i>100% of booking price</i>		
	Partially Refundable	<i>20% of total booking price</i>	<i>100% of booking price</i>	
	Fully Refundable	<i>No fee – any payments made are refunded</i>		<i>100% of booking price</i>

### If We Cancel Your Booking

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

### If We Change Your Accommodation

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

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

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

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

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

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

**Events Beyond Our Control** - Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, natural or nuclear disasters, fire, health risks, actual or potential severe weather conditions, the imposition of sanctions or other governmental action and any other similar events.

## **DURING YOUR STAY**

**Pets** Some of our suppliers may accept certain pets if they are kept on a leash in public areas (to check if a supplier accepts pets or not, you should contact the accommodation directly before making your Hotel Only bookings). For reasons of hygiene, pets are not allowed in dining rooms except for accredited guide dog and assistance dog.

### Behaviour

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

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

If you are disruptive on your stay we can remove you from your accommodation. You will not be entitled to any refund in either case and we will not provide compensation or meet any costs or expenses.

If you are disruptive you will be responsible for any damages, costs and expenses (including legal expenses) incurred as a result, including for example cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any guest, members of staff or agent affected by your actions.

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

### **IF THINGS GO WRONG DURING YOUR STAY**

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

If you are in difficulty on your stay we will help by providing information on health services, local authorities and consular assistance and helping you to make phone calls, send emails or find alternative accommodation. You be responsible for any costs we incur if the difficulty is your fault.

### **IF YOU HAVE A COMPLAINT**

It is very rare for things to go wrong. If they do, you must tell us or the supplier in question (e.g. the hotel). You can also contact us via the 24/7 First Choice app service. If you're still not satisfied, please contact After-Travel Customer Support [using this form](#) within 28 days of coming home, to allow us to investigate properly.

We usually solve any issues but you can use ABTA's scheme for resolving disputes at [www.abta.com](http://www.abta.com).

**Personal Injury** Your Hotel Only accommodation is provided by suppliers who follow local standards. Overseas safety standards are generally lower than in the UK. If anyone travelling suffers injury, illness or death while you are staying at the accommodation that we have booked for you, you must tell us and the supplier involved about it and complete a report at the time. Whilst we have no direct control over the way our suppliers maintain and operate their properties, we may still need to investigate this matter.

After your stay you can contact After-Travel Customer Support. It must be no more than 3 months after you come home so we can investigate properly. Their contact details are in the **A-Z Guide**.

### **MODIFICATIONS OF THE TERMS AND CONDITIONS**

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