



TUI Spain SLU

BEOND

Terms & Conditions version 1.0 as of 31/07/2025

This website ("Website") is operated by TUI International Holiday (Malaysia) Sdn. Bhd. (Company No. 1275784-T., License No. KPK/LN9082), A-38-11 & A-39-11, Menara UOA Bangsar, 5 Jalan Bangsar Utama 1, Taman Bangsar, 59100 Kuala Lumpur, WP Kuala Lumpur, Malaysia ("TUI Malaysia"). The Website is provided solely to assist customers in gathering travel information, determining the availability of travel related goods and services, doing legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes.

The terms "we", "us", "our" and "TUI" refer to TUI Spain SLU, Avenida de Manoteras, 44 – 5ª planta, 28050 Madrid as the responsible Organiser of your holiday booked through this Website. The term "you" and "Customer" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents, "Traveler" refers to any person of a party of any booking made/for whom a booking is made, including but not limited to the Customer.

The Website is offered to you conditioned upon your acceptance without modification of all the Terms & Conditions, and notices set forth below. Please read the Terms & Conditions carefully. By accessing or using this Website, booking any travel products or services on this Website, or contacting our call center agents, you agree that the Terms & Conditions then in force shall apply. If you do not agree to the Terms & Conditions, please do not use or make bookings through this Website or our call center agents. TUI may at any time change these Terms & Conditions and your continued use of this Website is conditioned upon acceptance of the updated Terms & Conditions.

The products/services offered by TUI, as defined below, can only be purchased by customers who have read and accepted these Terms & Conditions unconditionally by clicking on the appropriate box provided for the purpose. It is not possible to proceed with the booking process without this acceptance. Customers undertake to fulfil the obligations contained within these Terms & Conditions. The agreement between Customers and TUI comes into force as soon as TUI provides written confirmation of a booking to Customers by email.

You should save and/or print a copy of these Terms & Conditions for future reference when making a booking.

Our Website and products/services are made available for personal and non-commercial use only. Therefore, you are not allowed to resell, deep link, use, copy, monitor (e.g. spider, scrape), display, download, or reproduce any content or information, software, reservations, tickets, products, or services available on our Platform for any commercial or competitive activity or purpose.

You may only use this Website to make legitimate reservations, purchases or requests to purchase the products or services rendered by the respective suppliers.

You may not:

- Use this Website for commercial purposes without TUI's permission

TUI GROUP | TUI Spain SLU

Avenida de Manoteras, 44 – 5ª planta, 28050 Madrid

www.tuigroup.com



TUI Spain SLU

BEOND

- Use the Website to make any speculative, false or fraudulent reservation or purchase and/or any purchase in anticipation of demand
- Take any action which may impose an unreasonable or disproportionately large load on the Website
- Use this Website in any manner which could damage, disable, overburden or impair or otherwise interfere with the other users' use of this Website or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware or telecommunication equipment
- Attempt to gain unauthorized access to this Website, other accounts, computer system, or networks connected to this Website, through hacking, password mining or any other means
- Deliver any unlawful postings to or through this Website, or any postings which advocate illegal activity
- Post anything which contain material that could be considered harmful, obscene, lewd, indecent, violent, abusive, insulting, threatening, harassing, hateful or otherwise objectionable
- Post anything that contain any defamatory, false or libelous material
- Post anything that infringes or violates any intellectual property or any other rights of any third party.

TUI offers an online platform through this Website where you can browse for, reserve and purchase any and/or all of the following:

- Holiday Package: Flights + Hotel + Tour & Activity Vouchers + Transfer Vouchers
- Hotel stays
- Tour & Activity Vouchers
- Transfer Vouchers

The merchant of record in respect of bookings and payments made will be clearly shown during the booking process and on the booking confirmation.

TUI reserves the absolute discretion to change, suspend or discontinue all or any part of the products/services at any time without prior notice to you.

The products/services listed on this Website are supplied and provided by independent contractors ("Supplier/s") and not agents or employees of TUI. This Website does not make any representation and should not be construed as making any recommendations or suggestions to the level of service or rating of the products/services and suppliers. TUI shall not be held liable for any omissions, breach of representations, warranties, breaches or negligence of any Suppliers or for any personal injuries, death, property damage or other damages or expenses as may be suffered and/or incurred by you resulting there from.

The products/services available through this Website are subject to the published terms of the respective Supplier including but not limited to the conditions of purchase and policies relating to subsequent

TUI GROUP | TUI Spain SLU

Avenida de Manoteras, 44 – 5ª planta, 28050 Madrid

www.tuigroup.com

changes, cancellation and refund. Please read the Suppliers' terms carefully before confirming your purchase.

Any violation of the Suppliers' terms may result in the cancellation of your reservation, in you being denied access to the applicable product/services, in the forfeiture of any your monies paid for such reservation, and/or in our debiting your account for any costs we may incur as a result of such violation by you.

By making a booking or purchasing the products/services of the Supplier, you are deemed to have read, understood and agreed to be bound by the products/services.

Further and in addition to the Suppliers' terms, certain sections or pages on this Website may contain additional and/or separate terms and conditions, which are different from these terms. In the event of a conflict, the additional and/or specific terms and conditions shall prevail for those sections or pages.

By making a booking for yourself or on behalf of others via this Website, you hereby warrant that:

- You are the age of majority in your country of residence and at least eighteen (18) years of age;
- You possess the legal capacity and authority to form a binding contract and have the authority to accept and contract on behalf of all members of his or her party by the terms of these Terms & Conditions;
- You will use these Website and products/services in accordance with these Terms & Conditions; and
- All information supplied by you to the Website is true, accurate, current and complete.

You hereby agree to indemnify TUI from any loss, damage, costs, expense, liability and claims which may be suffered and/or incurred by TUI resulting from your use of this Website in breach of any of these Terms & Conditions.

In no event shall TUI be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this Website or with the delay or inability to this Website, or otherwise arising out of the use of this Website. This limitation of liability shall apply as permissible by law.

Intellectual Property Rights

The content, text, images, graphics, sound files, animation files, video files, and their arrangement on this Website are all subject to copyright and other intellectual property protection.

The copyright in the materials contained on this Website (including but not limited to the software, text, data, html codes and other codes on this Website) belongs to TUI or its licensor Beond Aviation DWC LLC. These materials may not be copied for commercial use or distribution, nor may these materials be modified, transmitted, displayed, reproduced, published, or reposted to other sites or otherwise used for any public or commercial use without the prior express written permission of TUI. You may print,

copy, download or temporarily store extracts from this Website for your personal use only. All the trademarks, service marks and logos displayed on this Website are the registered, pending registration and/or unregistered trademarks of TUI or TUI's affiliates or the respective third party proprietors as identified in the Website. Unless the express prior written consent of TUI or the relevant TUI's affiliate or third party proprietor has been obtained, nothing contained on the Website shall be construed as granting any license or right for you to use, copy or modify such trademarks, service marks or logos. The Beond or Beond Holidays word marks, logos or trademarks on this Website are owned by Beond Aviation DWC LLC and any such use by TUI is under license.

Links to Third-Party Sites

This Website may contain links to other sites that are independently owned, maintained or operated by third parties that are not under the control and/or supervision of TUI ("**Linked Sites**"). The links are provided for your convenience only and shall not be interpreted as a recommendation and/or endorsement by TUI of the contents of the Linked Sites and/or any products and/or services appearing on and/or provided through such Linked Sites.

The use of a Linked Site shall be subject to the terms of use and privacy policies stipulated by the operator of each Linked Site that you should review.

TUI hereby expressly disclaims any responsibilities and makes no warranties (express or implied) in respect of the contents, materials, products or services posted or offered at any of the Linked Sites. Your access and use of any such Linked Sites and their content, materials, products or services is solely at your own risk. TUI shall not be responsible or liable, directly or indirectly, for any loss, expense or damage suffered by you resulting from your use or reliance on such content, materials, products or services of the Linked Sites.

Website Liability

We do our best to keep the information on this Website accurate and up to date. However, we cannot guarantee that everything is always complete, correct, or available at all times. Sometimes, there may be interruptions, delays, or technical problems.

While TUI Malaysia works hard to protect this Website, we also cannot guarantee that it is free from viruses or harmful software. Please make sure your own system is protected when browsing or booking online.

If you are just visiting or browsing the Website (not booking a trip), our legal responsibility for any issues is limited — but this does not affect your legal rights as a consumer.

For general use of the Website (not related to a booking), and where the law allows, we may limit our legal responsibility to a maximum of €1,000 for any loss or damage.

This does not apply to booked travel services. For holiday products, we follow the rules set by European law and will always respect your rights as a traveler and consumer.

Providing Information

You must ensure all information you give is correct. We'll use the personal data you give us in line with our Privacy Notice. You must pass on any information we give you to everyone travelling. 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 travel if they are damaged. If you are not self-reliant or have reduced mobility (like finding it hard to walk 500 metres) you must tell us before you book and if this changes tell us at least 48 hours before your holiday.

The Price You Pay

Prices shown on this Website may vary depending on the availability of the products/services and other factors. The Suppliers may update the prices of their respective products/services from time to time. Available prices may also include taxes and other charges, and the respective Supplier may also impose additional charges pursuant to any special requests as may be made by you.

You shall be solely responsible for verifying the total costs to be paid for the selected products/services, and such other Supplier's terms as may be notified to you before completion of your booking.

For all forms of reservation, you must pay within the stipulated time limit. If we do not receive your payment before the stipulated time limit, we reserve the right to cancel your booking.

Your bank may impose additional fees or charges on your card transactions on our Website. These fees are not included in the total price displayed on our Website and are not collected by us. You are liable for paying any fees that your bank may charge you. We advise you to contact your bank for more information about their fees and charges.

Promotions

TUI may offer promotions on this Website from time to time. Please note that these promotions may involve different conditions and requirements, as may be stipulated by TUI or Suppliers.

Promo codes promotion:

Promo codes may be made available by TUI from time to time to offer additional savings on selected product/services offered by selected Suppliers.

Such promo code promotion may be subject to a minimum spending requirement, or such other terms and conditions as may be stipulated by TUI on this Website. The promo code promotion may also be subject to availability on a first-come-first-served basis.

Promo codes are valid for the duration of the respective promotion only and only one promo code may be used for each booking. In the event where multiple promo codes are available at the same time, they are not cumulative, and it is at your discretion to select the coupon code that you wish to apply.

Promo codes are not exchangeable for cash, non-transferable and non-refundable.

TUI reserves the absolute right to amend or withdraw a promo code promotion at any time without prior notice and without assigning any reason whatsoever.

Booking Your Holiday

Bookings must be made in the Travelers' full legal names as shown in their passports. Any request for name changes after the booking may be treated either as a cancellation or, in the case of Holiday Packages, as a transfer of the Holiday Package under the EU Package Travel Directive (subject to the terms below applicable to cancellations and transferability).

Travelers will be asked for passport or ID at time of check-in, boarding, and entry to a service. If the name in the booking and the Travelers' passport/ID do not match, the Traveler may be required to make a new booking at their own cost. In the event of an error or mistake being made by you or caused by unavoidable and extraordinary circumstances, we reserve the right to cancel any confirmed booking within a reasonable time and refund monies paid by you in relation to such booking (if applicable), without any liability to us.

Booking Confirmation

We confirm your booking once you complete the online booking process by confirming your purchase, accepting all applicable terms and conditions and paying all amounts due at this point. Upon receipt of your payment we will send you a booking confirmation e-mail with your individual booking reference



TUI Spain SLU

BEOND

number. All ticket(s) and/or vouchers will be issued as stated in the booking confirmation email sent by us.

The full payment for your booking becomes due only after TUI has provided proof of insolvency protection in accordance with EU Package Travel Directive. TUI has taken out insolvency protection with COMMERZBANK AKTIENGESELLSCHAFT, SUCURSAL EN ESPAÑA, oficina 0001 of COMMERZBANK A.G. SUCURSAL EN ESPAÑA in Madrid, with which you will be able to contact in such case via ordinary mail at the following address: Paseo de la Castellana 259, C-P 28046, Madrid, via phone at the number 671 65 882 or via email : alfons.worner@commerzbank.com.

If you do not receive a confirmation email after 24 hours of completing the online booking process, you should contact the Customer Service team.

Confirmations of a booking include the essential elements such as the description of the products/services booked and the price. It will be sent to the you to the email-address provided during the booking process.

If you notice any errors in your booking confirmation you must contact the Customer Service team immediately. To not lose any rights please read the booking confirmation carefully.

It is expressly agreed that data stored in the information systems of TUI and/or its Suppliers shall constitute proof with respect to the bookings made by the Customer. Data stored in computers or electronic media are valid proof and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.

Hotel Bookings

Taxes and surcharges are generally included in the product price. There may be exceptions where additional taxes must be paid locally upon check-in as required by local regulators and authorities. The local authorities in certain countries may impose additional taxes (tourist tax, etc), which generally must be paid locally. You are exclusively responsible for paying such additional taxes. The amount of taxes can change between booking and stay dates. If taxes have increased as at your stay date, you will be liable to pay taxes at the new higher rate.

If your trip involves any international destinations, it is your responsibility to ensure that you have the relevant visa or transit visa and travel with a passport with validity of at least 6 months, and that you comply with all immigration requirements. For more information please read the section regarding visa and health regulations below carefully. You can also check the entry and exit regulations in the country of your destination [here](#).

In the event you fail to check-in on the check-in date and within check-in times, the booking will lapse and not be substitutable for other hotels, or refunded, nor any credit will be given for any unused portion of the booking and cannot be used for future purchases.

Any special requests made by the Customer including but not limited to non-smoking rooms / adjoining / interconnecting / disabled room will be made known to the hotel. These are subject to availability and at the discretion of the hotel.

There may be an additional charge for extra beds or cots.

The products/services are subject to the rules and restrictions of the Suppliers offering the accommodation which will be made available before booking.

Prices shown on the Website do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

Hotels typically require a deposit at check-in. Such deposit is directly with the hotel and not part of prices stated by and payment to TUI.

Star ratings are only a general guide. You should be aware that these are not necessarily the official local rating and that standards can vary between hotels and accommodation of the same class in different countries, and even in the same country. Different countries have different standards; a 3-star hotel in one country is not necessarily equivalent to a 3-star hotel in another.

It is possible that, from time to time activities advertised by the Supplier that are shown in the description of the hotel on the Website are cancelled, for example as a result of unfit weather conditions or other reasons beyond the Supplier's reasonable control, during out-of-season stays, or if the required number of participants for the activity is not achieved. Where sightseeing is concerned, the sequence of the various tourist attractions and actual sights is shown only as an indication. This can be changed by the Suppliers, and there is no guarantee whatsoever.

If hotel meals are part of a booking, the number of meals depends on the number of overnight stays. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner, depending on the booking. Hotel stays which include main meals generally commence with dinner on the day after arrival at the hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. If one or more meals cannot be taken, no refunds will be made. All meals are subject to the Suppliers' terms and conditions. Please note that normally drinks are not included with meals, and any beverages must be paid for by you and are not included in the price you pay for your booking, unless explicitly stated to the contrary in the Suppliers' terms and conditions. This applies for alcoholic and non-alcoholic beverages as well as for water only. Parents are advised to bring the appropriate dietary-products for their infants, as such might not be available locally.

Flight + Hotel bookings (Small Holiday Package)

Taxes and surcharges are generally included in the product price. There may be exceptions where additional taxes must be paid locally upon check-in as required by local regulators and authorities. The local authorities in certain countries may impose additional taxes (tourist tax, etc), which generally must be paid locally. You are exclusively responsible for paying such additional taxes. The amount of taxes can



TUI Spain SLU

BEOND

change between booking and stay dates. If taxes have increased as at your stay date, you will be liable to pay taxes at the new higher rate.

If your trip involves any international destinations, it is your responsibility to ensure that you have the relevant visa or transit visa and travel with a passport with validity of at least 6 months, and that you comply with all immigration requirements.

In the event you fail to show up for your flight's relevant check-in or boarding times, or fail to check-in the hotel on the check-in date and within check-in times, the booking will lapse and not be substitutable for other flights or hotels, refunded, nor any credit will be given for any unused portion of the package and cannot be used for future purchases. However, this does not apply if your failure to appear was due to extraordinary circumstances (e.g. illness, force majeure). In such cases, TUI will offer a refund or alternative remedy in accordance with applicable consumer protection laws.

Any special requests made by the Customer including but not limited to non-smoking rooms / adjoining / interconnecting / disabled room will be made known to the hotel. These are subject to availability and at the discretion of the hotel.

The products/services are subject to the rules and restrictions of the Suppliers offering the accommodation which will be made available before booking.

Prices shown on the Website do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

Hotels typically require a deposit at check-in. Such deposit is directly with the hotel and not part of prices stated by and payment to TUI.

Star ratings are only a general guide. You should be aware that these are not necessarily the official local rating and that standards can vary between hotels and accommodation of the same class in different countries, and even in the same country. Different countries have different standards; a 3-star hotel in one country is not necessarily equivalent to a 3-star hotel in another.

It is possible that, from time to time activities advertised by the Supplier that are shown in the description of the hotel on the Website are cancelled, for example as a result of unfit weather conditions or other reasons beyond the Supplier's reasonable control, during out-of-season stays, or if the required number of participants for the activity is not achieved. Where sightseeing is concerned, the sequence of the various tourist attractions and actual sights is shown only as an indication. This can be changed by the Suppliers, and there is no guarantee whatsoever.

If hotel meals are part of a booking, the number of meals depends on the number of overnight stays. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner, depending on the booking. Hotel stays which include main meals generally commence with dinner on the day after arrival at the hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. If one or more meals cannot be taken, no refunds will be made. All meals are subject to the Suppliers' terms and conditions. Please note that normally drinks



TUI Spain SLU

BEOND

are not included with meals, and any beverages must be paid for by you and are not included in the price you pay for your booking, unless explicitly stated to the contrary in the Suppliers' terms and conditions. This applies for alcoholic and non-alcoholic beverages as well as for water only. Parents are advised to bring the appropriate dietary-products for their infants, as such might not be available locally.

All Flight + Hotel bookings confirmed are subject to TUI's Terms & Conditions, Beond's Conditions of Carriage (to be found here: https://edge.sitecorecloud.io/arabesquefl5949-beondibe-ibeprod-b667/media/Project/flight-booking/flight-booking/Legal-Docs/CoC_Beond_MS_080823_v2.pdf) and the respective hotel policies and Terms & Conditions as notified to and to be accepted by the Customer in the booking process.

You are responsible for complying with the check-in and boarding instructions provided by the airline operating your flight, including Beond. We recommend reconfirming your flight time and terminal with the airline at least 24 hours before departure, as flight schedules can change due to operational reasons.

The operating airline, aircraft type, flight schedule, itinerary, and intermediate stops are provided based on current information and may change before departure. In the event of a change, we will inform you as soon as we become aware of it and assist with appropriate arrangements as required by law.

In accordance with Regulation (EC) No. 2111/2005 of 14 December 2005, TUI is obliged to inform you of the identity of the operating air carrier(s) when you make your booking. If the operating air carrier has not yet been determined at the time of booking, you will initially be informed of the identity of the likely operating air carrier(s). You will be informed as soon as the identity has been finally determined. In the event of a change of operating air carrier after booking you must be informed of the change as soon as possible. The list of airlines that are subject to an operating ban in the EU ("Community list") can be found at www.lba.de > Press > Passenger information.

TUI points out that layovers may occur on direct flights for flight and scheduling reasons.

We strongly recommend that you carry money, valuables, technical devices and medication exclusively in your hand luggage.

Please note that any seat selection remains at the discretion of the airline and, while we pass on your seating preferences where applicable, we cannot guarantee specific seats.

For Holiday Packages, we remain responsible under applicable travel laws (including EU Package Travel Directive) for ensuring the proper performance of the services included in your booking, including flights. If a significant change to your flight schedule occurs, you may be entitled to compensation, a price reduction, or the right to cancel your booking with a full refund, in line with your legal rights.

If Customer books a round trip journey and does not use the outbound flight, the airline may cancel the return flight without refund. This also applies if the return flight is not taken and insofar as the travel is not taken at all. The Customer must use flight coupons in sequence.

Additional charges may be imposed by Beond for meals, luggage, seat selection, etc exceeding the purchased services as confirmed in the booking confirmation. TUI is not responsible for such charges and charges may be amended by Beond at any time.

The Customer must comply with Beond's rules and restrictions on the carriage of pregnant women.

Beond reserve the right to assess additional charges that could include an additional ticket purchase for passengers who may be too large to comfortably sit in one seat.

Travelers must comply with Beond's rules and restrictions on the carriage of children. Children older than 2 years on the return date must have a return ticket at a child fare for both the outbound and inbound flights. Customers who do not comply with this will not be eligible for a refund of any seat charges incurred during travel. Children under 2 years will not be allocated their own seat in the aircraft, unless a child fare has been booked for them. Children older than 11 years on the return date must have a return ticket at and adult fare for both the outbound and inbound flights Unaccompanied minors will only be carried in accordance with Beond's rules and restrictions.

Beond reserves the right to assess an additional charge at the time of check in for additional pieces of luggage, overweight or for non-standard luggage. Examples of non-standard luggage include, but are not limited to the following: Sporting goods and equipment (e.g. golf clubs and skis), Tools, Musical instrument cases, Trunks, Large portfolios, Boxes, Car seats, Animal carriers (animal handling charge may apply).

The Customer is reminded that Beond's liability for death, personal injury and other damages is normally limited by national law, by an international air transport treaty, or by Beond's rules and restrictions including Beond Conditions of Carriage.

Any costs due to denied booking or carriage based on Beond Conditions of Carriage or Beond applicable policies are in the responsibility of the Customer. Neither TUI nor Beond Aviation DWC LLC assumes any such liability.

Electronic flight ticket

An electronic ticket is a ticket with no physical form. When using this type of ticket, Travelers may check-in online on Beond website (where permitted by Beond) or via check-in desk of Beond. Customers must strictly observe the times for check-in.

If you book a Small Holiday Package please note that Small Holiday Packages may only be cancelled as a whole. The Cancellation Policies applicable for your booking will be provided to you during the booking process and on your booking confirmation. More details can be found in the section "If you cancel your Holiday".

Tours & Activities

Through this Website, you may purchase vouchers from TUI for the services (“Vouchers”) offered by the Tour & Activity Supplier (“Operator/s”) in the various destinations. Subject to the policy of the Operator, you will receive an email confirmation of your purchase that may contain a Voucher, a confirmation number and/or a printable version of your Voucher.

In order to use your Voucher, you must appear in person at the meeting point designated by the Operator on time, and present such documents and/or information as may be required by the Operator, that may include your confirmation number and/or your printed Voucher. If you fail to appear on time to provide the required documents or information, no refunds will be granted.

Vouchers are admission tickets to one-time events: the date(s) and time(s) on which a Voucher can be used will be stated on the Voucher. If you do not use your Voucher on or by the date(s) noted on the Voucher, except where expressly set forth therein, no refunds will be granted.

An Operator may also require you to provide an identification document bearing your photo in order to use your Voucher. Neither TUI nor the Operator is responsible for lost, destroyed or stolen Vouchers or confirmation numbers. Vouchers will be void if the products/services to be provided are prohibited by law. If you attempt to use a Voucher in an unlawful manner (e.g., you attempt to use a Voucher for a wine tasting when you are under the legal age to do so), the Operator may refuse to accept your Voucher, and no refunds will be granted.

The terms and conditions for each Voucher may vary amongst Operators and any restrictions that apply to the use of such Voucher, including but not limited to a minimum age requirement, will be conveyed to you at the time of purchase on the Website.

Transfers

Through this Website, you may purchase Vouchers from TUI for Airport Transfer offered by the Operators in the various destinations. Subject to the policy of the Operator, you will receive an email confirmation of your purchase that may contain a Voucher, a confirmation number and/or a printable version of your Voucher.

In order to use your Voucher, you must appear in person at the meeting point designated by the Operator on time, and present such documents and/or information as may be required by the Operator, that may include your confirmation number and/or your printed Voucher. If you fail to appear on time to provide the required documents or information, no refunds will be granted.

Vouchers are admission tickets to one-time events: the date(s) and time(s) on which a voucher can be used will be stated on the voucher. If you do not use your Vouchers on or by the date(s) noted on the Voucher, except where expressly set forth therein, no refunds will be granted.

An Operator may also require you to provide an identification document bearing your photo in order to use your Voucher. Neither TUI nor the Operator is responsible for lost, destroyed or stolen Vouchers or confirmation numbers. Vouchers will be void if the products/services to be provided are prohibited by



TUI Spain SLU

BEOND

law. If you attempt to use a Voucher in an unlawful manner, the Operator may refuse to accept your Voucher, and no refunds will be granted.

The terms and conditions for each Voucher may vary amongst Operators and any restrictions that apply to the use of such Voucher, including but not limited to a minimum age requirement, will be conveyed to you at the time of purchase on the Website.

Please note that vehicle types of Transfers do not guarantee a specific brand/vehicle, but represent only a category of vehicles.

Combined Bookings

If you combine multiple products/services and make a combined booking ("Holiday Package"), the respective sections of our Terms and Conditions apply cumulatively. Please refer to each and every relevant section before booking your Holiday Package, in particular:

- Hotel bookings
- Flights + Hotel bookings
- Tours & Activities
- Transfer

If you book a Holiday Package please note that Holiday Packages may only be cancelled as a whole, and exceptions may only apply for the Tour & Activity or Transfer component of your Holiday Package. The Cancellation Policies applicable for your booking will be provided to you during the booking process and on your booking confirmation. More details can be found in the section "If you cancel your Holiday".

If You Cancel Your Holiday

You may cancel your booking at any time, subject to payment of any Supplier imposed fees, our Admin Fees set forth below and any applicable Cancellation Fees, as well as, possible deduction for an already utilized portion of your holiday.

The relevant Cancellation Fees and terms will vary depending on the type of product/service purchased, the Supplier, and the time of cancellation. For example, **certain products/services of your booking**, such as Flights + Hotel, Hotel stays, Tours, Transfers, Activities, Event Vouchers or entry tickets, flight or accommodation options, room/board upgrades, early check-in/late check-out rooms, airport parking, etc., **might be non-refundable and Cancellation Fees can be up to 100%** of the price you paid for that product/ service. In addition, Suppliers may permit cancellation of individual products/services whereas the Flight + Hotel components of a Holiday Package may never be canceled separately and can only be canceled together.



TUI Spain SLU

BEOND

The Cancellation Fees applicable for your booking and its refundability will be provided to you during the booking process at checkout ("Cancellation Policies"). You must read and accept the Cancellation Policies to continue the booking process and to complete your booking.

When your booking has been cancelled successfully you will receive a cancellation invoice.

If We Cancel Your Holiday

We reserve the right to cancel a booking if:

- The booking breaches our terms and conditions;
- Fraud, theft, or unauthorized use of a payment method is suspected;
- We are unable to verify your identity or payment details after a reasonable request;
- A service becomes unavailable due to circumstances beyond our control (such as a supplier withdrawing a product or providing incorrect pricing).

If we are unable to confirm your booking due to missing or incorrect information, or if verification steps are not completed within the given timeframe, the booking will not be finalized and may be cancelled.

In case of cancellation on our part, we will provide a full refund or offer alternative arrangements of equal or greater value where possible. If a supplier cancels part of your booking, we will either:

- Replace the affected service with a similar one of equal value (with your consent), or
- Offer you the right to cancel the affected booking and receive a full refund for that part.

These rights are in addition to your rights under **applicable** consumer protection and travel laws, including the EU Package Travel Directive, which guarantee remedies in case of significant changes or cancellations.

If You Change Your Holiday

You cannot make any changes to your booking other than such explicitly set forth in these Terms and Conditions or the respective Suppliers' terms and policies or granted to you under the EU Travel Package Directive. If allowed, the change may include additional charges and fees imposed by the supplier (in addition to our Admin Fees set forth in these Terms and Conditions).

Certain Suppliers may allow a "change" but treat that "change" as a "cancellation" and impose cancellation fees which can be up to 100% of the price for that part of your booking.

In order to make changes to your booking, you must pay any applicable Supplier imposed fees, in addition to our Admin Fees set forth in these Terms and Conditions.

TUI GROUP | TUI Spain SLU

Avenida de Manoteras, 44 – 5ª planta, 28050 Madrid

www.tuigroup.com

Any change of your booking will render the initial amount paid forfeited. When changing your booking, you may also lose whatsoever benefit(s) that you may initially be entitled to from the original Flight + Hotel portion (including but not limited to any price reductions, savings made and promotion benefits). There might be a date and time imposed until which you can request a change. Payment of any cost associated with the change must be done prior to that date and time for the change to be possible.

If We Change Your Holiday

We aim to give you what we promise but, as we plan our holidays a long time in advance, sometimes things can change. We can make a change at any time but will let you know before your holiday if there's time.

Occasionally, we may have to make a major change to your holiday such as a change of destination, a downgrade of your accommodation by one full star rating, a change in flight time by more than 12 hours or a change of your national departure airport. A change in flight time that we need to make within 24 hours before you are due to fly is not a major change unless the time changes by more than 24 hours.

If we tell you about a major change after you book your holiday, you can accept the new arrangements offered by us; or accept a replacement holiday from us of the same or similar standard and price at the date of the change (we'll always refund the difference in price if the replacement holiday is a lower price at the date of the change), if we are able to offer you one; or cancel your holiday with us and receive a full refund.

Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, any failure to secure relevant flying rights, natural or nuclear disasters, fire, health risks, unavoidable and unforeseeable technical problems with transport, closed or congested airports or ports, actual or potential severe weather conditions, the imposition of sanctions or other Governmental action and any other similar events.

Transfer of Holiday Packages

Within a reasonable period of time before the start of your Holiday, you may declare on a durable medium that a third party will assume your rights and obligations under the contract. The declaration shall be deemed timely if it is received by our customer service (beondholidays.customer@tui.com) no later than seven (7) days before departure. TUI may object to the third party replacing the registered Traveler if the third party does not meet the contractual travel requirements. If a third party takes the place of the registered Traveler, TUI is entitled to charge an Admin Fee for the processing costs incurred by TUI as a result of the transfer. Any additional costs actually incurred by service providers (e.g. airlines) will be charged separately. TUI shall provide you with proof of the amount of additional costs incurred as a result of the third party's participation. You are free to prove that no or significantly lower costs were incurred as a result of the transfer. The registered Traveler and the replacement person are jointly and severally liable for the agreed price and the costs incurred by the replacement person.

Refunds

Any refunds (after the deductions of all applicable fees) to the Customer will be transferred back via the payment method used to make the booking. Please note that refunds are dependent on the payment processors and credit card systems and may take up to 1 month.

Admin Fees

Administrative fees of up to €25 per affected Traveler may apply for changes, cancellations, or corrections, provided they are reasonable and reflect actual administrative costs. In jurisdictions where flat-rate fees are not permitted, no such fees will be charged or they will be fully refunded. You may always provide evidence that no or significantly lower costs were incurred.

For any changes, and cancellations of all or parts of your booking (if applicable), in addition to any applicable cancellation fees and any cost, charges and fees a supplier might impose, **the following administration fees (collectively, the "Admin Fees") shall apply:**

Admin Fees	Cancellation with Refund	Name Typing Error Correction	Any Changes
Per	Per Traveler of Booking, per Refund	Per Traveler Affected	Per Traveler of Booking
EUR	25	25	25

Fees shall be applied in the currency in which the booking was made.

Passport, Visa, Immigration and Health regulations

When booking a Holiday Package, TUI will inform you of general passport and visa requirements as well as health formalities for the destination country before the contract is concluded. When booking individual services, you are solely responsible for obtaining this information.

You are responsible for complying with all regulations that are important for the performance of the booked services. All disadvantages, in particular the payment of cancellation costs, arising from non-compliance with these regulations shall be borne by you, unless they are caused by culpable misinformation or non-information on the part of TUI.

TUI is not liable for the timely issuance and receipt of necessary visas by the respective diplomatic mission if you have commissioned TUI to obtain them, unless the delay is attributable to TUI. You must allow approximately 8 weeks for visas etc. to be obtained from the relevant authorities.

When booking a Holiday Package, please refer to the pre-contractual information to find out whether a passport is required for your trip or whether an identity card is sufficient, and please ensure that your passport or identity card is valid for the duration of the trip. Children require their own travel documents.

Customs and foreign exchange regulations are very strictly enforced in various countries. Please obtain detailed information and follow the regulations strictly.

Certain vaccination certificates and health precautions are required by various countries. Please refer to the pre-contractual information when booking a Holiday Package and contact your sales agent for the relevant information.

Product/services images

We aim to ensure that the property images, descriptions, and service details shown on this Website are accurate and up to date. These materials are provided to give a general overview and are based on the latest information from our suppliers.

Please note that the images of room types may not always reflect the exact bed configuration of the room you are booking. For example, a triple room may include a double bed and a single bed, or two single beds, depending on regional standards. Where bed arrangements are essential for your booking (e.g., separate beds or specific configurations), we recommend checking with the hotel in advance.

Any additional services such as extra beds or cots may incur an additional charge, which will be communicated to you during the booking process where applicable.

The binding details of your booking, including the key characteristics of the travel services, will be confirmed during the booking process and in your booking confirmation. These will form the contractual basis of your package. We remain responsible under applicable consumer laws, including EU Package Travel Directive, for ensuring that the services provided conform to the agreed terms.

Product/services ratings

The rating system on this Website is provided for your reference only, and TUI does not guarantee the accuracy of the ratings. The existing ratings are based on information given by third parties such as Suppliers, users or other review websites.

On Your Holiday

Only the Traveler(s) stated on the final booking confirmation is entitled to use the booked accommodation. Travelers must not let anyone else stay there. Travelers are responsible for any damage to the accommodation or its contents during the booked holiday.

We can refuse to accept you on your holiday or continue dealing with you if we, or someone in authority, believe your behavior (by any form of communication or in person) is disruptive. The captain of your aircraft or ship can restrict your movements on board or remove you.

If you are disruptive and stopped from boarding your flight, or disruptive during your flight, we'll treat your booking as cancelled by you at that moment. If you are disruptive on your holiday we can remove you from your accommodation and you will be responsible for your own return home and for any other members of your group who cannot or will not travel without you. You will not be entitled to a 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. This can include cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

Disruptive behavior includes being threatening or abusive, damaging property, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger.

If Things Go Wrong on Your Holiday

You benefit from the rights applying to packages under the EU Package Travel Directive. We are responsible for all the travel services included in your holiday. If any of them isn't provided as we agreed, we'll pay you compensation, if appropriate, unless it's due to an event beyond our control (see 'Events Beyond Our Control'), is your fault or is caused by a third-party.

If you are in difficulty on your holiday you should contact us immediately. We'll help by providing information on health services, local authorities and consular assistance. We'll help you make phone calls, send emails or make alternative travel arrangements. You must pay any costs we incur if the difficulty is your fault.

Personal Injuries

Your booking is made up from services provided by Suppliers who follow local standards. Safety standards in the country of your destination might be lower than in your country of residency.

If anyone travelling suffers injury, illness or death because of the services provided as part of your booking, you must tell us and the Supplier involved about it and complete a report at the time. After your Holiday you can contact Customer Support. It must be no more than 3 months after you come home so we can investigate properly.

If You Have A Complaint

It is very rare for things to go wrong. If they do, you must tell the supplier in question (e.g. the hotel) and our representative straight away so they can solve the issue. If our representative isn't available, you should contact our TUI Customer Service. If you're still not satisfied, contact TUI Customer Service within 28 days of coming home so we can investigate properly. You can find all contact details in the "Contact Us" section below.

TUI is currently not participating in a voluntary procedure for alternative dispute resolution under the Consumer Dispute Resolution Act. Therefore, such a procedure and the platform provided by the EU Commission at <http://ec.europa.eu/consumers/odr/> for the online resolution of consumer disputes (ODR platform) cannot be used by our customers.

Insurance

The prices on the Website do not include travel insurance. We therefore recommend to take out insurance that covers the consequences of certain cases of cancellation (travel cancellation insurance).

The Customer shall be advised that travel cancellation insurance typically does not cover damages resulting from the interruption of the Holiday after its commencement, even if the interruption is not the Customer's fault. A separate travel interruption insurance is usually required.

When traveling abroad, TUI also recommends to take out global health insurance with adequate coverage in place for the destinations of travel.

It is the Customer's responsibility to ensure any insurance policy taken out is adequate to cover their requirements.

Product Liability, Claims and Limitation of Liability

If you book a Holiday Package through this Website, we are responsible for ensuring that all the travel services included in the package are properly provided, even if some services (such as flights, hotels, or transport) are carried out by independent suppliers.

This responsibility is based on the EU Package Travel Directive and your national consumer protection laws. If any part of your package is not performed as agreed, you may be entitled to remedies such as a refund, compensation, or assistance. For example:

- You do not receive a service that was part of your package.
- There is a major disruption to your trip.
- You need help due to cancellation, delay, or other issues.

We do not exclude or limit our liability in cases where doing so would be unlawful – including for personal injury, death, or serious contractual breaches. Your statutory rights under EU and national law remain fully protected.

In some cases, international conventions (such as the Montreal Convention for air travel or the Athens Convention for sea travel) may apply and set limits on compensation for injury, delay, or lost luggage. These conventions apply only where relevant.

While we rely on accurate information from our suppliers and cannot control external factors such as weather or strikes, we will provide assistance and appropriate remedies where required by law.

You can find an overview of your rights under the EU Package Travel Directive at: https://europa.eu/youreurope/citizens/travel/holidays/package-travel/index_en.htm

Please note: If you book a travel service that is not part of a Holiday Package (such as a standalone flight or hotel), our role may be limited to that of an agent. In those cases, different legal responsibilities may apply, and the travel service provider may be solely responsible for the performance of the service.

Your Rights in Case of Defects or Problems

If any part of your booked travel services (including holiday packages, accommodation, transport, or tours) is not provided as agreed, you have the right to request a reduction in price, cancellation, or damages, except when the issue is caused by you, a third party outside our control whose actions were unforeseeable or unavoidable, or by extraordinary circumstances beyond TUI's control (such as severe weather, strikes, war, or terrorism).

When booking a Holiday Package, if your holiday is significantly impaired or ruined due to a fault of TUI, you may also claim reasonable financial compensation for wasted holiday time.

Limits on TUI's Liability

For damages other than personal injury or death, TUI's liability is generally limited to three times the price paid for the affected service, per participant, unless otherwise required by law. This limitation does not apply in cases of willful misconduct, gross negligence, personal injury, death, or breach of essential contractual obligations.

Claims arising under international conventions applicable to transport services (such as the Montreal Convention for air travel, Athens Convention for sea travel) are not affected by these limits.

Third-Party Services

Some services you book, such as excursions, local transport, or event tickets, may be provided by independent third parties and clearly identified as such at the time of booking. In these cases:

- TUI acts only as an intermediary or agent, and you enter into a contract directly with the third party provider.
- TUI's liability for such third-party services is limited to what is permitted under applicable laws and international conventions.

You agree to seek remedies directly from those third-party providers for any issues arising from their services.

Your Obligations

You are responsible for your participation in sports and other holiday activities and tours. Please check the safety of any equipment, vehicles, or facilities before use.

TUI's liability for accidents during such activities arises only if TUI is at fault. We recommend taking out appropriate accident insurance.

You must cooperate with TUI and service providers to minimize any loss or damage, including reporting problems promptly to TUI's customer service, local representatives, or the relevant service provider.

Failure to report an issue immediately may limit your right to remedies, but does not fully waive your statutory rights.

Limitation Periods

Claims relating to individual travel services must generally be brought within three years from the date the service was provided or should have been provided.

Claims relating to Holiday Packages must be brought within two years from the end date of the package, in accordance with EU law (EU Package Travel Directive).

Any shorter statutory limitation periods under applicable law or international conventions will apply as required.

Additional Provisions

When your itinerary includes “train to flight” tickets transport is governed by the terms and conditions of the respective transport company, which will be provided upon request. This does not affect your rights under the travel contract with TUI.

You are responsible for arriving on time at airports or other transport departure points, except where delay is caused by gross negligence or willful misconduct by TUI.

Damage to or loss of luggage during air travel must be reported immediately to the airline on-site by completing a Property Irregularity Report (PIR). You should also notify TUI or your local representative promptly. Airlines may refuse compensation if a PIR is not completed in time.

Governing law, jurisdiction and limitation of action

These Terms & Conditions shall be governed by the laws of Spain, as the country in which TUI is established. However, if you are a consumer residing in another EU Member State, you will also benefit from any mandatory consumer protection provisions of your country of residence.

In the event of a dispute, you may bring proceedings either in the Spanish courts or in the courts of your place of residence. We will respect your right under EU law to use the courts and laws applicable to your home country.

The limitation period for any legal claim will be determined in accordance with the applicable consumer laws of your country of residence. No clause in these Terms & Conditions limits your statutory rights.

Miscellaneous

TUI shall not be held liable for the non-performance or improper performance of travel services included in a Holiday Package contract where such failure is due to unavoidable and extraordinary circumstances beyond its control.

"Unavoidable and extraordinary circumstances" shall mean a situation beyond the control of the party invoking it, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances may include, but are not limited to, natural disasters, significant risks to human health such as epidemics or pandemics, acts of war or terrorism, civil unrest, significant weather events, or government-imposed travel restrictions or advisories at the point of departure or destination.

This exclusion of liability does not affect the Traveler's right to a refund of any payments made where the package is cancelled due to such circumstances, in accordance with applicable EU and national legislation.

If any one or more of the provisions of these Terms is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not be affected in any way or impaired thereby.

Failure by TUI to enforce any provision of these Terms at any time shall not be construed as a waiver of TUI's right to enforce the breach of such provision or any other provision in these Terms, or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provisions of these Terms.

Privacy And Cookies

We want you to be confident that your data is safe and secure with us, and understand how we use it to offer you a better and more unique and inspiring experience. See the TUI Privacy Notice for more information. Cookies are small data files uploaded on your device when you visit any website or mobile app. Cookies allow a website or a mobile app 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 Website and mobile apps, and we use them to improve your customer experience. See the TUI Cookie Notice for more information.

Contact us

All notices, demands or other communications required to be given or made to TUI shall be made in writing and delivered by personal service, prepaid registered post or email at the address, and/or email address as set out hereunder (or to such other address and/or email address as may be notified by TUI to you from time to time).

Tel: +44 154 2280208

Email: beondholidays.customer@tui.com

Mail: TUI International Holiday (Malaysia) Sdn. Bhd.



TUI Spain SLU

BEOND

A-38-11 & A-39-11, Menara UOA Bangsar, 5 Jalan Bangsar Utama 1, Taman Bangsar, 59100 Kuala Lumpur, WP Kuala Lumpur, Malaysia

Dispute Resolution Platform

If a dispute arises in connection with your Holiday Package, and you are a resident of the European Union, you may be entitled to use a certified Alternative Dispute Resolution (ADR) body in your country of residence.

However, we inform you that currently we are not committed to participating in any specific ADR procedure, and therefore we are not obliged to engage in ADR proceedings initiated by you.