

TUI SECURITY, HEALTH & SAFETY ACCOMMODATION ADDENDUM as of September 2022

TUI's Accommodation and Services Security, Health & Safety standards and requirements (hereinafter "SHS Standards and Requirements"):

- are based on the 'Tourism Accommodation Health & Safety Technical Guide', published by ABTA. A copy of the guidance is available via <https://www.tuipartners.com>;
- are based on the 'TUI Hotelier Security Guidelines' published at <https://www.tuipartners.com>
- don't substitute, prevail or alter any applicable international, national and local laws and regulations. It remains Hotelier's sole responsibility to comply with all of these regulations.

Further information and guidance can be found in the Security and Health & Safety areas within the TUI information portal TUIPartners.com

General obligations

The Hotelier warrants and undertakes for the Term that it shall

1. comply with all applicable international, national and local laws and regulations and to obtain all required licenses, certificates, consents and permissions for the Accommodation and the Services that are offered;
2. ensure that information concerning Customer security, health & safety shall be brought to the notice of Customers as prescribed by national and/or local law or regulations in the local language and English, German and French or using comprehensible symbols; and
3. ensure that TUI Customers are protected from all reasonable and foreseeable hazards relating to all aspects of the accommodation's operations, including but not restricted to hazards associated with buildings, fire, food, pools, waterparks, fuel and energy, balconies, water management, leisure and recreational facilities, children's facilities, natural events and security incidents;

Specific obligations

Furthermore, the Hotelier warrants and undertakes for the Term that it shall

Fire

4. ensure that there is a working means of raising the alarm in the event of a fire emergency that is audible to all within the Accommodation; that there is open access to all emergency escape routes and that exits are checked on a regular basis to ensure they are not obstructed or blocked;

Food

5. ensure where food and/or beverages are provided within the Accommodation, to implement and maintain a food safety management system that is based on, or similar to, the principles of Hazard Analysis at the Critical Control Point (HACCP) as set out in EU Directive 852/2004. In the event that the Hotelier's food safety management system is not performing adequately, TUI may provide an alternative food safety management system which the Hotelier will implement at its own cost;

Illness Outbreak

6. in the event of an illness outbreak, such as but not limited to, Gastroenteritis, Norovirus or Cryptosporidium, commit to implementing an illness management procedure to prevent the spread of infection and return the accommodation to its 'normal sickness' level. In the event that the Hotelier's illness management procedures are not performing adequately, TUI may provide alternative prevention of spread of infection (POSI) controls which the Hotelier will implement at its own cost;

Pools and Waterparks

7. implement and maintain regular inspections and maintenance of all Hotel Facilities and equipment associated with pools, zero depth water play areas and waterparks;
8. ensure the safety of any pools, zero depth water play areas and waterparks with particular reference to any suction, filter and pump equipment, where necessary consulting with a competent pool engineer;
9. assess and document the lifeguard provision for the pools, zero depth water play areas and waterparks;

Water Management

10. implement and maintain a water safety management system that ensures both the quality of the water and that it is free from contamination such as legionella bacteria. Where necessary the hotelier will work with the ECDC (European Centre for Disease Prevention) to control any cases of travel associated legionnaire's disease;

Kid's Clubs

11. when operating a kid's club, whether directly or indirectly, agree to implement and maintain regular inspections and maintenance of all the facilities and equipment associated with the kid's club and ensure the safety, security and protection of the children attending the kid's club;

Balconies

12. ensure that balconies meet the requirements detailed in the 'Tourism Accommodation Health & Safety Technical Guide'. Where this is not possible the Hotelier may be required to make appropriate modifications within timescales agreed by TUI. Where the requirements are not met TUI may restrict the use of the property;

Fuel and Energy

13. implement and maintain, at least annually, inspections and maintenance of all the facilities and equipment associated with the use of fuel and energy;
14. not accommodate TUI Customers or TUI staff members in the accommodation or part of the same that shall contain or is directly connected to an individual internal gas-fired water-heating appliance that is of the open flue design. Further, the Hotelier acknowledges that where a gas water heater exists, regardless of type or location, if according to TUI's consultants, the appliance is located such that there is a risk of carbon monoxide entering the principal habitation area then the Hotelier shall treat these as "internal" appliances of an open flue design;

Emergency Procedures

15. implement and maintain procedures detailing actions to be taken in the event of an emergency situation in connection with the Accommodation or any of the services offered by the Hotelier, such as, but not limited to, security incidents, natural hazards, transportation risks, fire emergency, food poisoning, illness outbreak, pool or waterpark emergency and general ill-health or injury to a Customer;
16. provide staff with training and information about the emergency procedures, including relevant emergency contacts and lines of communication, as well as actions to be taken in foreseeable emergency situations;

Security

17. undertake regular security risk assessments to identify and evaluate existing risks; implementing any risk mitigating measures as soon as possible, or within a timescale agreed with TUI;
18. undertake to implement and maintain a complete and thorough system to the best of its ability to comprehensively protect TUI's Customers, staff members and any other identified TUI Party at the property against

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security risks caused by, including but not limited, terrorist attacks, bomb threats, crime, natural hazards, spreads of diseases and transportation risks (such system hereinafter referred to as "Security Management System");

19. clearly define and allocate responsibilities to security resources and grant them the necessary authority and training to implement the security management system;

20. review the effectiveness of the security management system upon either significant changes in the overall security risk situation, as identified through risk assessment, or the Security Management System itself, but at least annually. Both results of the assessments and the measures shall be adequately documented and such documentation shall be given to TUI upon request without delay.

Removal of Customers

21. If at any time during the Term, in the reasonable opinion of TUI and in relation to TUI's SHS Standards and Requirements, the Accommodation becomes unsafe or the Hotelier is in breach of its obligations under this addendum, TUI shall be entitled to remove any or all of its Customers from the Accommodation without any obligation to pay the Hotelier and Charges for the period that any of its Customers are unable to occupy the Accommodation. Charges will only be payable again once the Hotelier has rectified, to the satisfaction of TUI, all of the issues or standards that made the Accommodation unsafe for occupation by the Customers. If the circumstances of this Clause take place, any Guarantee shall be suspended from the date on which TUI removed its Customers from the Accommodation until the date that the Customers, upon the consent of TUI, re-enter the Accommodation.

Security and Health & Safety Assessments

22. Audits, assessments, inspections and checks (hereinafter "Assessments") are based on the "Tourism Accommodation Health & Safety Technical Guide and/or the 'TUI Hotelier Security Guidelines' and may be in the format of an on-site visit, a remote assessment undertaken between the hotelier and the assessment supplier or completion of a questionnaire directly by the Hotelier (On-line). Further details can be found on <https://www.tuipartners.com>

23. The Hotelier shall cooperate fully with TUI's security and health & safety Assessments, ensuring a competent and suitably qualified member of staff accompanies the TUI Representative(s) undertaking the Assessment and providing access to all parts of the Accommodation including parts not normally accessible to Customers.

24. Assessments may be requested prior to the start of the contracted season.

25. Where an Assessment is cancelled by the Hotelier, within seven days of the confirmed date, TUI reserve the right to invoice the Hotelier any third-party cancellation fee incurred.

On-line Questionnaire

26. If requested, the Hotelier will ensure that an on-line security or health & safety questionnaire (hereinafter "Online-Questionnaire") is completed, accurately, by a competent and suitably knowledgeable person (for which purposes that person shall consult with other competent employees if necessary), within the timescales required by TUI.

27. If the Hotelier fails to complete an Online-Questionnaire, within the timescales or in part or at all, a full on-site Assessment of the Hotel may be commissioned by TUI. TUI reserve the right to seek full reimbursement of all reasonable costs incurred as a result of this Assessment – the cost will not exceed £1,500 (GBP).

28. If a Hotelier fails to complete the Online-Questionnaire or TUI is unable to award the Hotelier a satisfactory security and/or health & safety report for whatever reason, TUI shall have the option to either set new timescales for the granting of such a report or will treat such non-compliance as a Material Breach of this Agreement.

29. Even if the Hotelier shall have completed an Online-Questionnaire within the timescales required by TUI, the Hotelier agrees to permit any one or more security, safety or hygiene consultants or qualified member of staff appointed by TUI to carry out any Assessment for or on behalf of TUI at the accommodation in relation to security or health & safety at any time without notice.

30. If the information provided by the Hotelier is found to be materially false or inaccurate, the Hotelier acknowledges that an ad-hoc Assessment shall be carried out by a consultant or member of qualified staff appointed by TUI until such time that TUI, in its sole discretion, decides that the Hotelier shall again be permitted to participate in the 'normal' Assessment cycle. The Hotelier agrees to indemnify TUI from the cost of all such security or health & safety Assessments until such time as participation in the 'normal' Assessment cycle is permitted.

Third-Party Security and Health & Safety Specialist Providers

31. Where the Hotelier contracts directly with a TUI approved third-party security and/or health & safety specialist to manage and monitor both security and health & safety within the Hotel ("Third-Party Specialist") there will be no requirement for a scheduled Assessment arranged by TUI, always provided that the Third-Party Specialist follows a documented modular security and/or safety management approach which meets the minimum requirements specified by TUI.

32. The Hotelier will be responsible for all costs relating to the Third-Party Specialist.

33. The Hotelier agrees to share any or all assessment data, as specified by TUI, with TUI through a data link or other approach as agreed between the Hotelier, Third-Party Specialist and TUI.

34. TUI reserves the right to carry out ad-hoc assessments as required, using a TUI nominated specialist – any such incurred costs would be borne by TUI.

Identified Risks or Dangers and Actions

35. To the extent that TUI Assessments identify any risks or dangers which are unacceptable to TUI the Hotelier shall, at its own cost, comply with all specific requirements and advice of such Assessment and such risks or dangers shall be remedied by the Hotelier immediately in consultation with TUI.

36. The Hotelier agrees to promptly implement, by the commencement of, or prior to each Season, all recommendations as to security and/or health & safety that have been determined as being key by TUI or its appointed Representative and to address all other recommendations by the date specified in the report following an Assessment by TUI or its Representative.

37. It is agreed that the recommendations must be completed in accordance with the timescales set by TUI. If the Hotelier does not comply with the specified timescales, TUI shall have the option to either set new timescales or treat such non-compliance as a Material Breach of the Agreement.

Restriction Requests

38. If, following a health & safety Assessment, TUI receives a recommendation which requires the location of TUI Customers to be restricted within the property, the Hotelier must return the signed Restriction Request Form within the specified time frame and ensure Customers are allocated accordingly in line with this restriction.

A breach of any of the obligations set out in this Security, Health & Safety addendum shall be deemed a Material Breach of the Agreement.