

# BOOKING CONDITIONS

Your contract is with Club Méditerranée S.A (incorporated in France with limited liability) a member of ABTA (Association of British Travel Agents) under membership number V6608 and holder of an ATOL license (Air Travel Organiser's Licence, issued by the Civil Aviation Authority) under ATOL number 1020 and we provide full financial protection for your monies. When you buy an ATOL protected air holiday package from us, you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and an ATOL Certificate. When you buy an ATOL protected air holiday package you will incur a £2.50 fee per person. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In the unlikely event of insolvency, where neither we nor our suppliers are able to do so, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances, the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. If you book arrangements other than an air Package holiday from this brochure and/or online, your money is protected by way of a bond held by ABTA. For further information, see [www.atol.org.uk](http://www.atol.org.uk) and [www.abta.com](http://www.abta.com). This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. Club Med® would like to draw your attention to the fact that the Winter Snow Destinations December 2015 /April 2016 Brochure is published annually. Some services which are presented in the Winter Snow Destinations December 2015 /April 2016 Brochure and/or at extra cost may only be offered on certain dates and/or according to the season (Summer or Winter). For more information, please refer to the relevant Resort page in the Brochure and to the Price List in force at the time of reservation and/or on the [www.clubmed.co.uk](http://www.clubmed.co.uk) website. Price examples indicated in this Brochure are given for information only, subject to change and valid only for the season specified.

## I. MEMBERSHIP

Membership fees	Annual Subscription fees (per person)
All Members (from the age of 2) <sup>1</sup>	£15
Children (under 2) <sup>1</sup>	Free

(1) At the time of travel

I.1 A traveller must be a Club member to participate in a Club Med holiday. Membership lasts for 12 months from the date Club Med receives the membership fees. Your membership fees will not be refunded if you cancel your holiday. Failure to comply with the terms of the Club Med membership as well as codes of conduct at the Resorts, may result in Club Med taking whatever action it feels necessary including recovering from you/your traveller/s the cost of any damage or loss caused, your/your traveller/s exclusion from the Resort as well as entering you/your traveller/s on an "incident" list (you/your traveller/s will thereby lose, if necessary, all the benefits attached to the Club Med membership). In the case of exclusion from a Resort, Club

Med's responsibility and contractual obligations towards You/Your travellers will be terminated immediately. Club Med will have no obligation towards you/your travellers in respect of your/their return travel arrangements, unused accommodation or any compensation. As mentioned above when you buy an ATOL protected holiday package you will incur a £2.50 fee per person.

I.2 By paying your membership fees, you are deemed to accept that your personal details may be used by any company within the Club Méditerranée Group as well as by their business partners. You still have the right to refuse that your personal data be passed onto third parties and/or to receive any commercial material (in the conditions detailed in clause 8. Personal Data/Confidentiality).

## 2. PAYMENT

On confirmation of booking, if you book your holiday more than 56 days prior to departure, we must receive payment of a deposit of 25% of your total package price including flights and transfers if applicable and pre-booked services, plus Club Med Membership fees & ATOL fees. The balance of the price of your holiday must be paid at least 56 days before your departure date. If you book your holiday within 56 days of departure, we must receive payment of the full cost of your holiday on confirmation of booking. Your reservation for a Club Med holiday will only be confirmed when Club Med receives the deposit amount specified on your booking confirmation, and it will automatically cancel any booking in respect of which it does not receive this payment by the specified date on your booking confirmation. Once we have accepted your deposit and the monies are reflecting into our account the holiday will be considered confirmed. For telephone reservations made within 14 days of departure, we will only accept payment by debit/credit card. All monies paid to your travel agent are held by them on our behalf at all times. We will charge a 2% transaction fee on all payments made by credit card except American Express. Payment by debit card or bank transfer does not incur a transaction fee. If you book your holiday from outside of the UK, full payment is due at the time of booking.

## 3. MODIFICATIONS

### 3.1 ALTERATION OF HOLIDAY PRIOR TO DEPARTURE

If, after our confirmation invoice has been issued, you wish to change your holiday in any way, we will do our utmost to make these changes but it may not always be possible and you could incur cancellation fees together with any extra cost. Changes of destination and/or holiday dates made within 56 days of departure will be treated as a cancellation of the original arrangements by you and cancellation charges will apply, as shown in clause 4. Any request for changes to be made must be received in writing at our offices from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £50 per name for requests, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Certain travel arrangements may not be changeable after a reservation has been made according to airlines' rules and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

### 3.2 NAME CHANGE

At the time of booking, you must provide Club Med with the full names as they appear on your and that of your party's traveller's passport/s. You will be asked to pay an administration charge of £50 per name and any further charges imposed by the airline will be charged (if applicable). Some airlines Club Med utilises do not permit name changes for any reason. Such changes are likely to result in you being charged the full cost of the flight and will be subject to space being available for a new reservation. Please note that name or date of birth changes cannot be made within 3 working days before the departure date (date not included).

### 3.3 ITINERARY VARIATIONS AND TRANSFERS

3.3.1 While every effort is made to keep to the final itinerary, Club Med reserves the right to make changes intended for your convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. It is your

sole responsibility to check each amendment to the itinerary prior to departure. Although no changes are anticipated, Club Med reserves the right to withdraw, alter or modify published tours, itineraries, facilities and activities at any time at Club Med's discretion without notice and without liability for any loss. You will be advised of such changes and you should ask if there are any amendments of which you should be aware of prior to departure.

3.3.2 If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. When a major change occurs such as the alteration of your outward/return flights by more than 12 hours and/or change of Resort and/ or change of airport (except for a change from one London airport to another; London airports being: Gatwick, Heathrow, City, Luton and Stansted), you will have the choice of either accepting the change of arrangements, accepting an offer of an alternative holiday of comparable standard from us if available (we will refund you any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid.

3.3.3 In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as follows:

- Within 56 to 29 days of the departure date: £20 per person
- Within 28 to 15 days of the departure date: £30 per person
- Less than 15 days of the departure date: £50 per person

### 3.4 AIRLINES AND OTHER CARRIERS

3.4.1 Airlines and other carriers do not, by endorsing Club Med holidays, represent themselves as having an agreement or any other relationship with you or your traveller/s. The passenger ticket in use by a carrier providing transport, when issued, shall constitute the sole agreement between the traveller and the carrier for that transportation.

3.4.2 In accordance with EU Regulation 2111/2005, we are required to advise you of the actual carrier operating your flight/connecting flight. We do this by listing carriers to be used or likely to be used as follows: Aegean Airlines, Aer Lingus, Air Asia, Air France, Air Mauritius, Alitalia, American Airlines, Bahamas Air, British Airways, Cathay Pacific, Cityjet, Delta Airlines, Easy Jet, El Al, Emirates, Etihad, Flybe, Iberia, KLM, Lufthansa, Monarch Airlines, Pegasus, Qantas, Qatar Airways, Royal Air Maroc, Singapore Airlines, Small Planet, SN Brussels Airlines, Swiss International Airlines, TAP Air Portugal, Thai Airways, Thomas Cook Airlines, Thomson Airways, Titan Airways, Turkish Airlines, United Airlines, US Airways, Virgin Atlantic. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

3.4.3 Please note that in accordance with Air Navigation Orders, children must be less than 2 years of age on the date of their return flight to qualify for infant status.

### 3.5 MODIFICATIONS DURING HOLIDAY

3.5.1 Any modification of stay by you during your holiday or your limited use of the facilities provided in our Resorts and included in the cost of your holiday or prebooked (e.g. excursions, health and beauty Packages, special courses, Baby and Petit Club Med® facilities) will not give you any right to a refund or credit note from us. The Resort's curtailment of stay or unused facilities written declaration does not constitute in any circumstances a promise of a refund. Furthermore, transportation arrangements to certain destinations are secured by group bookings, which do not allow us to obtain a refund of unused seats and tickets. Should you decide to extend your holiday and/or upgrade your room whilst in the Resort, you will be charged the local rate. Full payment must be made on site in local currency. The extension of your stay will be subject to the availability in the Resort and dependent on the availability of flight or train seats to ensure your return.

**Note:** if the reason for your cancellation or curtailment of stay is covered under the terms of your insurance policy, you may be able to reclaim these charges.

3.5.2 It is unlikely that Club Med will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. We may modify the list of activities (e.g. modification and/or adjustment of the sports activities on offer to the occupancy of the relevant Resort) and facilities (e.g. the number of

restaurants and bars open may be modified, the beach or speciality restaurants may be closed) included in the holiday, together with the dates of opening and closure of the Resorts (depending on the occupancy levels and/or whenever the relevant resort is entirely hired as a venue for Business Events). It is specified that all information given in respect of activities organised by outside providers and booked on site is subject to change; the organisation of these activities, together with the consequences of any modification and/or cancellation of these activities will remain under the sole responsibility of the relevant outside providers. Should the type of accommodation you have booked be unavailable at the Resort, Club Med will, upon your return, refund, if applicable, any difference in price between the accommodation you had booked and the accommodation you were allocated, with the exception of any other compensation, upon receipt of a written declaration issued by the planning department on site stating the accommodation arrangements received.

## 4. CANCELLATIONS

**4.1** Any cancellation of a booking requested by you **MUST BE IN WRITING** and shall be dealt with as follows:

Period Before Departure	Cancellation charges incl. Services	Club Med Charter flights	Regular flights
Prior to 56 days (date not included)	Loss of deposit + MF + IP	25%	100%
Between 56 days and 15 days	50% + MF + IP	50%	100%
Less than 15 days (date not included)	100% + MF + IP	100%	100%

MF = Membership Fees  
IP = Insurance Premium

Note: if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

**4.2** The cancellation receipt date will be the day the cancellation fees will be applied. Please note that the cancellation of any member of your party may affect the room occupancy/type of room and price for your booking as we reserve the right in this case to transfer the remaining members of your party to alternative accommodation, which may be at a supplement.

**4.3** We reserve the right in any circumstances to cancel your holiday. For example, if the minimum number of guests required for a particular holiday is not reached, we may have to cancel it. In this event, we will inform you or your travel agent as soon as practicable and you will have the choice of having a refund of all monies paid or accepting an offer of an alternative holiday of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). This would exclude independent travel arrangements. If it is necessary to cancel your holiday, except where the cancellation arises due to reasons of force majeure, we will pay to you compensation as set out in clause 5. We will not cancel your holiday within 56 days of your departure date, except for reasons of force majeure or failure by you to pay the final balance of your holiday in accordance with clause 4.

## 5. PRICE CHANGES

**5.1** Prices are subject to change without notice. Clients will be quoted the correct price at the time of booking. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, and exchange rates mean that the price of your holiday may change after you have booked.

**5.2** There will be no price change within 30 days of your departure.

**5.3** We will absorb and you will not be charged for any increase equivalent to 2% of the price of your holiday, which excludes any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your holiday, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund you any price difference if the alternative is of a lower value) or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should the price of your holiday go down due to the changes mentioned above,

by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**5.4** Local Tourism taxes can be introduced at any time after your booking is made and prior to your departure. These taxes are not implemented by Club Med and therefore, do not form part of your package holiday price and are excluded from the terms in these booking conditions. The fees set out by the country you are travelling to, will be paid on arrival and need to be paid in local currency and are compulsory for all passengers.

## 6. FORCE MAJEURE

We regret that we cannot accept liability or pay you compensation where the performance of our contractual obligations is prevented or affected by "force majeure". This means that we will not pay you compensation if we have to cancel or change your holiday in any way because of circumstances beyond our control prior or after departure. In these booking conditions "force majeure" will include (but shall not be limited to) war, threat of war, riot, civil or political unrest, industrial dispute, terrorist activity threatened or actual and its consequences, natural or nuclear disaster, fire, adverse weather conditions, closure of ports or airports, air traffic control delays, epidemics and pandemics, unavoidable technical and/or financial problems with transport or Resorts or other circumstances amounting to force majeure.

## 7. FORMALITIES

### 7.1 PASSPORT, VISA & IMMIGRATION REQUIREMENTS

**7.1.1** It is your responsibility to ensure that you/your travellers obtain and pay for all necessary documentation, visas and vaccinations required for the travel destination. Club Med will not be held liable or responsible in any way whatsoever for your failure or the failure of a traveller to secure same.

**7.1.2** you must ensure that the traveller/s comply with the countries' medical and vaccination requirements, which he/she plans to visit, and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained.

**7.1.3** It is the entirely your responsibility to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return by the traveller/s to their home country. You are strongly advised to check the relevant requirements with Club Med before travelling. The Club Med agent will endeavour to assist you but such assistance will be at Club Med's discretion and you acknowledge that in doing so, Club Med is not assuming any obligation or liability and you indemnify Club Med against any consequences of non-compliance.

### 7.2 STAY OUTSIDE A CLUB MED RESORT

In some cases Club Med arranges packages that combine a stay at a Club Med resort with tours operated by other operators, or with an overnight stay at non-Club Med hotels. During those outside tours or overnight stays (unless otherwise specified in the itinerary), only the twin share hotel room, breakfast and transfers are included in the price.

### 7.3 LOST/DAMAGED/DELAYED BAGGAGE

In the event of damaged or lost or delayed luggage please ensure that you request a "Baggage Irregularity Form" from the relevant airline you flew with and make all necessary reports before leaving the airport. Please contact the relevant airline who will assist with your missing/ damaged luggage claim directly which remains solely under the dedicated airline's responsibility as Club Med does not process such claims.

## 8. PERSONAL DATA/CONFIDENTIALITY

The membership number given to you when you first join Club Med is strictly personal and confidential and will be requested to access your file and personal data. It is therefore your duty to keep the confidentiality of the membership number and of any correspondence mentioning this number or a file number as you will be solely liable for the use of this information and for the resulting consequences if you disclose this information including in the event of loss or theft of the documents showing this information. The collection, recording and transfer to third parties (including abroad) of your personal data are necessary for the sale and fulfilment of a holiday; the

opposition to this processing or transfer would automatically result in Club Med being unable to provide the service requested. You must inform us of any change to your personal data. Otherwise we will not be held responsible for any damages caused to you which would result from the fact that the personal data we collected is out of date.

This data may be used for commercial communication purposes, in particular via electronic mail, by the Club Mediterranean Group (i. e. Club Mediterranean S.A. Company and its subsidiaries) as well as its official partners. Club Med offers you the possibility of accepting or refusing as soon as you register as a member that your personal data be used for electronic commercial communication purposes, and this in accordance with the option that you will have chosen among the processing choices offered to you via a confirmation email which will be automatically sent to you upon your first registration. Your opposition to this processing will have the effect of depriving you of the information concerning commercial offers from the Club Mediterranean Group, its subsidiaries and/or its official partners. Your opposition to the use of your personal data for commercial communication purposes can also be exercised with hindsight via email by using the link featured on each message sent or by letter sent by registered post to Club Med, Customer Relations Department at the address stated in section 11. When you register on one of Club Mediterranean's websites, the opposition to receiving commercial offers by email can also be exercised directly, by changing your profile or by clicking on an optout link present on any electronic message sent by Club Mediterranean. You should be aware that, for security reasons, CCTV systems may be in operation in some Resorts. The use of these images will be declared to the CNIL (French national data protection agency). During your stay, you or any member of your party may also be photographed (these photographs can be purchased whilst on site) or filmed for entertainment purposes in resort. Any copy or broadcast of your image in resort would be limited. Any film or photograph made will not be broadcasted and/or copied once you have left the resort and will be destroyed like any personal data. If you do not wish to be photographed or filmed under these conditions you should advise us in writing prior to your stay. In accordance with the Data Protection Act 1998, you have a right of access and correction of personal information relating to you. Being a strictly personal right, the right of access and correction can only be exercised by its holder who will have to justify of his/her identity or by his/her guardian if he/she is a minor or a legally incapacitated person. This right can be exercised by sending a letter by registered post to Club Med, Customer Relations Department at the address stated in section 11. The right of access to the information collected and conveyed in respect of an insurance declaration can be exercised by contacting Marsh at the following address: Tour Ariane, La Défense 9, 92088 Paris La Défense Cedex, France.

We may have to use and disclose personal information relating to you in the most appropriate way to protect Club Med (and its affiliated companies), its employees, its clientele and/or its property and to enable us to proceed where appropriate with any action or recourse available and/or limit any resulting loss. In this respect, we may have to communicate this information upon request to any appropriate authorities responsible for the implementation of any regulation or rule of law and/or for the suppression of offences of all kinds, so that individuals likely to be involved in reprehensible or illegal activities can be identified.

## 9. VALUABLES/PERSONAL BELONGINGS

Prior to leaving the resort, please ensure that you witness your luggage and belongings being loaded onto your transfer vehicle and ensure that all luggage is clearly labelled with your full name, flight number and your destination address. Club Med cannot be held responsible in the event that you lose or leave behind personal items or other property on your holiday. We will always endeavour to find any lost property and return it to you if possible. We will only do so, on the understanding that Club Med is not liable for any subsequent loss of or damage to that property, please note that we will ask you to cover postage. During your holiday, you must never leave identification documents, jewellery or other valuables unattended in your room or around the Resort facilities and grounds. We cannot be held responsible for any theft of valuables that have not been deposited in the safe in your room or in the Resort's main safe.

## 10. MINORS

### REGISTRATION IN THE CHILDREN'S CLUBS

For practical details of registration and acceptance of children in the Children's Clubs (Baby Club Med®, Petit Club Med®, Mini Club Med®, Juniors' Club Med® and Club Med Passport®) please enquire by calling 08453 67 67 or by contacting your local travel agent.

## 11. COMPLAINTS AND ARBITRATION

If you have a problem during your holiday, you're obliged to inform our local staff immediately who will endeavour to put things right whilst you are on site. If your complaint is not resolved locally, please complete a report form on site ("declaration") and follow this up by writing to our Customer Relations Department at Club Med, Connect House, 133-137 Alexandra Road, London SW19 7JY or email your complaint to [customer.uk@clubmed.com](mailto:customer.uk@clubmed.com). Complaints must be received within 28 days of the completion of your holiday quoting your membership and file numbers. Any complaints received over the 28 days deadline as per ABTA regulations will not be investigated, unless in the case of exceptional circumstances. Please keep your letter concise and to the point as this will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow this procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on site and this may affect your rights under this contract. Complaints involving Club Med's personal injury or material damage insurance or civil liability will only be accepted insofar as you have obtained a written declaration from the Resort staff before your departure from the Resort or from the carrier if your complaint relates to transportation arrangements organised by Club Med. We are a member of ABTA, membership number V6608. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than the equivalent of £5,000 per person. There is also a limit of the equivalent of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of the equivalent of £1,000 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within twelve months of the date of return from holiday. Outside this time limit, arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA/IDRS Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 12. INSURANCE

### 12.1 COVERED AS PART OF YOUR CLUB MED PACKAGE

**12.1.1** If you have an accident during your stay at Club Med®, you will be refunded your medical, surgical and pharmaceutical costs up to the maximum amount of £500. This guarantee can only be used as a complement to the National Health Service or a private insurance company.

**IMPORTANT:** if you are travelling to a European Union country, please make sure that you have a European Health Insurance Card with you as this will entitle you to treatment from the equivalent of the National Health Service in the country you are visiting.

**12.1.2** Accidental Death capital: £25,000. For people aged between 17-75 years. For people aged 16 years and under or over 75 years, Accidental Death capital: £1000.

**12.1.3** Permanent disability following an accident. Capital for total and permanent disability: £25,000 (which can be reduced according to the degree of disability as decided by a medical expert). Allocated to persons under 75 years of age.

**12.1.4** The cost of stay (hotel, restaurant, extension of stay at Club Med, taxi) cannot under any circumstances, be covered under the insurance guarantees with Generali. Any query regarding the cover with Generali should be directed to Marsh, the insurance brokers.

## 12.2 OPTIONAL TRAVEL INSURANCE

We strongly advise that you purchase our optional travel insurance to cover all activities included in your Club Med holiday. Only persons aged up to and including 65 are eligible to this insurance. For details of our optional travel insurance cover, please refer to our brochure or the relevant page on our website [www.clubmed.co.uk](http://www.clubmed.co.uk). Unless your holiday will be completed within one month of buying the insurance, you have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever occurs last. We will refund to you any premium you have paid. Please note the insurance premium will not be refunded if you cancel your holiday.

## 13. BROCHURE

**13.1** We do our best to provide you with photographs and illustrations which should give you an impression of the facilities offered. These photographs and illustrations aim to give you an idea of the standard of the facilities, but are not contractually binding.

**13.2** This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your holiday.

## 14. RESPONSIBILITY

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 times the cost of your holiday. Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provides the transportation for your holiday. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices: Club Med, Connect House, and 133-137 Alexandra Road, London SW19 7JY. Tel: 08453 67 67 67. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Please note that these refund and/or compensation request must be dealt with directly with the appropriate airline. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 4. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 02074536888 or [passengercomplaints@caa.co.uk](mailto:passengercomplaints@caa.co.uk).

## 15. SAFETY & SECURITY

**15.1.** You acknowledge and accept, and will ensure that all travellers acknowledge and accept that:

**15.1.1** It is the traveller/s duty to familiarise him/her with the inherent dangers of the proposed travel and any mental and/or physical levels of health required for the proposed travel arrangements.

**15.1.2** Club Med reserves the right not to serve alcohol to any traveller if it considers that it is in the best interests of Club Med, other guests and or the traveller concerned.

**15.1.3** The services and activities booked need not be provided by a Service Provider if they cannot be provided without breaching any relevant law;

**15.1.4** Participation in any activities and/or uses of the facilities provided by a Service Provider are at the traveller's own risk and the traveller absolves the Service Provider from any and all liability in contract, or in tort for any loss from any cause whatsoever (including negligence) arising from such participation and/or uses;

**15.1.5** Acknowledge and assume those extra risks encountered by using facilities and/or participating in activities that intrinsically involve the possibility or risks greater than those encountered in daily life;

**15.1.6** That Club Med acts merely as intermediary for the purposes of securing bookings on your behalf with the Service Providers when booking, inter alia, activities, transport and transfers on your behalf and accordingly accepts no liability in contract or in tort for any loss caused by any activity mentioned in this clause whatsoever; and

**15.1.7** That the services provided by a Service Provider will be governed by the laws of the place where those services are provided and any legal action concerning those services or any claim concerning any loss arising in respect of those services will be dealt with in the courts of that place against the Service Provider and Club Med shall have no involvement or incur any liability in that regard.

**15.1.8** Unlawful conduct, wilful misconduct and/or gross negligence by you and/or the traveller or a party for whose actions you are legally liable for.

## 16. HOLIDAY PACKAGE INCLUSIONS

**16.1** Published prices for accommodation at Resorts are based on a twin share rooming. Children under 12 may be required to share a room with parents and the child pricing reflects this possibility.

**16.2** The following services are included when staying at the Club Med Resort:

**16.3** Airfare transfers and airport departure taxes are included in Package Holidays only;

**16.4** Accommodation at the Club Med Resort

**16.5** Three full meals per day with table wines, local beer and mineral drinks provided for lunch and dinner;

**16.6** Open bar and snacking (VSOP beverages are not included, unless otherwise specified);

**16.7** Free use of all the Resort facilities and sports equipment (except snow equipment) and services of trained instructors as provided by the Resort operator; certain sports activities may be extra.

**16.8** Free daily and evening entertainment;

**16.9** Service taxes at the Resort. Tipping at a Resort is not permitted.

## 17. NOT INCLUDED IN YOUR CLUB MED HOLIDAY

**17.1** The costs of airfares, including all respective taxes and fuel levies should accommodation only be booked.

**17.2** Meals and beverages unless otherwise specified;

**17.3** Excess baggage charges;

**17.4** Laundry, gifts, excursions, and some activities where there is a charge for individual lessons, scuba diving, and certain equipment according to individual resorts.

**ACCEPTANCE BY YOU OF THIS AGREEMENT SHALL BE DEEMED TO HAVE TAKEN PLACE IN THE EVENT THAT YOU ENGAGE WITH CLUB MED FOR ANY OF ITS SERVICES. EVERY INSTANCE OF CLUB MED'S SUPPLY OF GOODS AND/OR SERVICES TO YOU SHALL BE SUBJECT TO THE ABOVE TERMS AND CONDITIONS.**