

Additional General Terms and Conditions Club Med®

All trips mentioned in the travel offer are carried out by us. The ANVR Travel Conditions (<https://www.anvr.nl/travellerterms.pdf>) apply to all these trips. In addition, the following Club Med® General Terms and Conditions apply. The following terms and conditions are determined by Club Med. These own provisions cannot detract from the ANVR Travel Conditions, except for permitted deviations.

PAYMENT

If you make a reservation, the following payment terms apply:

- When booking, you must immediately (within 10 days) pay the deposit of the fare. The deposit is 15% of the accommodation costs plus any additional services booked and 100% on transport and any additional insurance premiums (such as travel and/or cancellation insurance, SGR and the calamity fund).
- Six weeks before departure, the balance must be paid.
- If you book within six weeks prior to departure, the total amount must be paid directly to us, or the booking office where you booked, and Club Med® may require you to make the payment directly by credit card or by i-Deal.
- If you are also booking a flight with us, we will ask you for your credit card (and/or I-Deal if you are booking online) to complete your reservation.
- After booking you will always receive an invoice/confirmation. We recommend that you always check it for accuracy. If there are any inaccuracies, please report them to us immediately.

TRAVEL SUM

WHAT IS INCLUDED?

- Cost of accommodation during the chosen period.
- Flights and transfers to and from the Resort (for package holidays).
- Airport taxes, security, and fuel taxes (Club Med® reserves the right to pass on any surcharges).
- All-inclusive throughout the stay.
- Snacks & drinks are included (champagne, VSOP & XO are subject to a surcharge). In the 5T (zones of) Resorts, in the Villas and the Chalet Apartments, champagne by the glass at the bar from 6pm is included (if available).
- Childcare from 4 years, if indicated as a facility in the Resort of your choice.
- Practice of all the sports (with or without supervision) described in the description of the Resort and the equipment necessary for participating in them, unless otherwise stated (excludes diving and golf equipment).
- Cultural activities in the Resort, such as folklore, musical events, evening shows, etc.

WHAT IS EXCLUDED?

- Facilities indicated under 'Extras of your choice' on the Resort page, local excursions, washing machines, car hire etc.
- Cost of travel and cancellation insurance.
- Calamity Fund.
- SGR contribution.
- Local imposed tourist taxes.
- Costs of necessary travel documents and (health) formalities such as visa etc. as well as any vaccinations.
- Expenses of a personal nature.
- Transfers in case of own transportation.

PRICE OF THE HOLIDAY PACKAGE

The departure date and the length of stay determine the price of the package. Flight prices (in most cases) are specially negotiated rates by Club Med® and are only final at the time of booking.

Club Med® reserves the right to modify the prices (if any) published. The final price of the trip becomes definitive at the time of booking/ confirmation by Club Med®, taking into account the additional ANVR travel conditions applicable.

BOOOKING THE TRIP (content and documentation) Formation and content of the contract

OFFER AND ACCEPTANCE

The contract is concluded by the traveller's acceptance of the Club Med® offer including the applicable conditions. A telephone reservation, the confirmation of which you will receive by e-mail immediately after booking, is considered to be a definite reservation. A reservation can also be made through a booking agency. After the conclusion of the contract, the traveller receives the confirmation by e-mail.

When booking via the Internet, Club Med® organizes the booking process in such a way that the traveller is informed before acceptance that he is entering into a contract and what conditions apply. By confirming the booking, the traveller is bound to this agreement after selecting the desired trip and agreeing to the general conditions.

During the booking process the names are asked if they are according to passport.

APPARENT ERRORS

Obvious errors and/or obvious mistakes in our brochures, fact sheets or on our website are not binding

APPLICANT

The person who enters into an agreement on behalf of or for another person (the notifying party) is jointly and severally liable for all obligations arising from the agreement. All traffic (including payment traffic) between the traveller(s) on the one hand and the tour operator and/or the booking office on the other hand shall take place exclusively via the notifying party.

CANCELLATION/MODIFICATION BY THE TRAVELLER

CHANGES AND CONTACT DETAILS

After the conclusion of the contract, the traveller may request its modification. We will decide on your request as soon as possible. For this, administration costs of € 30 per file and other (additional) costs can be charged. You can mail your change request and other adjustments such as (partial) cancellations to klantenservice@clubmed.com or pass it on through your booking office.

CANCELLATIONS

Contrary to Article 9.2 of the ANVR Travel Conditions, we apply the following cancellation conditions:

Date of cancellation	up to 180 days before departure	from 179 to 45 days before departure	from 44 to 30 days before departure	from 29 to 8 days before departure	from 7 days until departure
Cancellation fee per person based on own transport	€ 40,00	€ 100,00	25%*	50%*	90%*
cancellation fee per person for trips including transportation	€ 40,00 +100% of the total transport costs	€ 100,00 +100% of the total transport costs	25%* +100% of the total transport costs	50%* +100% of the total transport costs	90%* +100% of the total transport costs

*of the total price of the accommodation arrangement without transport. In this context, the travel sum means the price published by or on behalf of the organizer, excluding insurance premiums, SGR contribution and contribution to the Calamity Fund. It is possible that we have to deviate from the above provisions on the basis of the cancellation provisions of our suppliers (for example an airline). During the booking process we will state the specific cancellation charges that apply.

PARTIAL CANCELLATION

If a traveller in a travel party cancels his/her share of a joint stay agreement, he/she will be liable for a cancellation fee according to the table above. Any additional charges related to change of room type due to cancellation will be passed on.

OUTSIDE OFFICE HOURS

Cancellations outside office hours are deemed to have been made on the next business day. Our office hours are Monday through Friday from 9:00 a.m. - 5:30 p.m. and Saturday from 10:00 a.m. - 5:00 p.m.

REPLACE-A-PESON

If you wish to transfer the package holiday to another person, Article 8 of the ANVR Travel Conditions applies. In addition, a request for substitution can be submitted no later than five (5) days before the departure date for a trip with own transport. The administration costs are € 27.

Changes to a package holiday that includes transport are possible if the service provider concerned (e.g. the airline) does not oppose them. The costs of the substitution, including for example the costs charged by the service provider to Club Med, will be charged in full.

TRAVEL DOCUMENT INFORMATION

TRAVEL DOCUMENTS

The information given about identity cards, passports and/or visas only applies to travellers with Dutch nationality. The traveller is responsible for having the proper documents such as a passport that meets all validity requirements or, where allowed, an identity card and required visa.

Any minor child traveling abroad alone, with one parent or with persons other than the parents, requires additional travel documents. This additional information is needed to prove the consent of the persons having custody of the child. We refer you to the website of the Dutch government for this:

www.rijksoverheid.nl/onderwerpen/reizen-met-kinderen for information and forms and for possible additional information

to the embassy of your destination country.

TRAVEL DOCUMENTS

After booking and payment of the trip, the travel documents will be sent by e-mail +/- 10 days before departure. The travel documents should always be checked for accuracy. If there are any inaccuracies, please notify us immediately.

THE TRAVEL

TRAVEL DURATION

The duration of the trip is stated in whole days. The days of departure and arrival are included, regardless of the departure and arrival times. You cannot claim a refund of (part of) the travel sum if you leave late or return early from the Resort, or if your flight time changes. In some cases, this can lead to the actual stay at the destination counting for fewer days than stated in the travel offer. This is done intentionally to make it clear to you for how many days you should purchase travel insurance.

DELAY

Delays may occur due to force majeure, such as crowded airspace, weather conditions or strikes. We cannot accept any liability for this. In the event of a long delay, we refer you to www.rechtenvanvliegtuigpassagiers.nl. Club Med® is not obliged to give compensation or indemnity for the time lost because of this.

CHECK IN AIRPORT

You should generally check in at the check-in desk of the airline you are flying with at least two hours before the departure time indicated on your voucher. At some destinations and during certain (high season) periods this can be longer than two hours. This is also stated on your travel documents. If for any reason you cannot be present at the required check-in time, this may mean that you miss the flight and/or lose your right to a (reserved) seat. In this case, Club Med should be contacted immediately (possibly via the emergency number 0031620542775) to look at possible solutions. Additional costs for a possible replacement flight are your responsibility and will not be advanced by Club Med.

DEPARTURE TIMES & AIRPORT

Times, flight numbers, the airport of departure and/or arrival and flight schedules, as stated in the travel documents, are subject to interim changes. You will also find the departure times and airports on your voucher. So please check your travel documents carefully. Changes can always occur (even on the day of departure). We will try to keep you informed of any changes, but we ask you to check the airline's website for any last-minute changes. You can check the status of your scheduled flight yourself at www.checkmytrip.com (also available as an app for your smartphone or tablet). Here you enter your reservation number (listed on your voucher, e.g.: 9CQT93) and your last name. You will then get a complete overview of your flight data and flight status online. Departure and arrival times for charter flights cannot be checked via this option and can be found on the airline's own website. It is also important that we have your most recent address and telephone information and know where you can be reached quickly, directly, and personally if necessary. In addition, we would also like to receive the phone number of an SOS.

NAMES ON THE VOUCHER

We always ask for names and dates of birth of all (co)travellers according to their passport. If the names on the ticket are not in accordance with this and you find this out before departure, these names can still be changed. This involves costs that you must pay for yourself. If you discover at the airport that the name information does not match, you can in some cases still have the airline change it. Club Med® is not responsible for any costs incurred in this case either. We recommend that you check the details on your confirmation immediately after booking.

DAMAGE AND LOSS OF BAGGAGE

If your baggage has not arrived or has arrived damaged at the airport of arrival, a so-called PIR report must be made. For this you need your boarding pass with the so-called claim ticket. So do not throw it away before you have established that your baggage has arrived (undamaged). The possible compensation for loss, delay or damage of registered baggage varies per airline.

Valuable and fragile items (cameras/jewellery) and medicines should be taken into the cabin as hand luggage, to avoid

possible loss or late arrival of your suitcase. Neither the airline nor Club Med® shall be liable for the delivery of your baggage on a later flight. We recommend that you take out (travel) insurance for this type of event.

OTHER INFORMATION:

ARRIVAL AND DEPARTURE TIME BASED ON OWN TRANSPORT

Usually you can check in between 15:00 and 20:00 at the reception of the Resort. If you arrive earlier you can have lunch at the Resort for a fee, depending on the availability of the restaurants.

On the day of departure you must leave your room by 10:00 and the Resort by 15:00 (breakfast and lunch are included on the day of departure).

ACCOMMODATION

The room allocation takes place on site at the Resort. No influence can be exerted on this in advance.

Superior/ Standard rooms can be booked with one person occupancy (with surcharge), subject to availability. Please contact your booking office for more information.

DRESSCODES

At Club Med there is a different dress code every evening. The staff in the Resort will always wear the appropriate dress code during the evenings, so you can easily recognize them. We love it when our guests participate in these dress codes, it is of course not mandatory. In general, the following dress codes apply: all white, elegant, black and red, casual, blue jeans & white.

EUROPEAN LAW ON PACKAGE TRAVEL

The combination of travel services offered to you is a package holiday within the meaning of Directive (EU) 2015/2302.

Consequently, you are entitled to all EU rights applicable to package holidays. Club Med® is fully responsible for the proper execution of the entire package holiday. Club Med® also has the legal obligation to repay you and, if transport is included in the package trip, to repatriate you in the event that it becomes insolvent. You can find out more about basic rights at: <http://ns.clubmed.com/fbs/2019/314/voorwaarden/Formulairepakketreizennl.pdf>.

EXCURSIONS

All our proposed excursions can be booked on site. It depends on the Resort whether the excursion is proposed and organized by Club Med or by a local organization represented in our Resort. The local organization where you book the excursion is liable and responsible for its implementation. Always check that they offer sufficient coverage or that it is included in your travel / cancellation insurance. For any damage, you should deal directly with the local organization.

HEALTH

For the most up-to-date information on recommended or required vaccinations, please refer to your GP, GGD or Travel Clinic.

When booking, we can usually indicate whether the trip is generally suitable for persons with limited mobility. In the event of a physical disability or reduced mobility, which may affect the execution of the trip, you are obliged according to the ANVR Travel Conditions to mention this when booking. In consultation, it will be determined whether the trip of your choice is suitable. If you fail to do so, you may be excluded from participation and no refund of the travel sum will be made. Any additional costs incurred on the spot are for your own account.

PETS

Pets are not allowed at Club Med. A guide dog is welcome provided that the airline wants to transport the dog and the dog does not have to be quarantined in the host country. You must notify us at the time of booking if you are bringing a guide dog.

INTERNET/ WIFI

In our Resort we offer Wi-Fi. The quality and speed of the Wi-Fi differs per country and Resort. We cannot accept any

responsibility for the temporary unavailability of internet, as we have no control over it. If the quality and speed are not sufficient for you, it is possible in many Resorts to take out a premium Wi-Fi subscription at the reception. Premium Wi-Fi is not included in your package and a charge will be made locally.

COMPLAINTS

If you notice an error or an imperfection at the destination, you are expected to report it immediately to the reception desk. This can often prevent inconvenience and complaints (Article 12 of the ANVR Travel Conditions).

If the deficiency is not remedied and affects the quality of your stay you must report it without delay to Club Med klantenservice@clubmed.com or +31 (0)207159240 and outside office hours +31(0)620542775 or to your travel agent. If you have not reported the deficiency as described from your destination, we can unfortunately not deal with your complaint afterwards. If the complaint/ imperfection has not been satisfactorily resolved, we ask that you inform us of this in writing (by e-mail) and within 2 months of your return. A complaint that is not submitted in time will not be processed.

INSECTS

Abroad we must deal with a different climate than in the Netherlands. Therefore pests (such as ants and cockroaches) occur more often than we are used to in the Netherlands. Pests are usually harmless and usually have nothing to do with the level of hygiene at the location. In case of inconvenience caused by pests, we advise you to report this immediately to the reception desk, so they can do their utmost to help you get rid of this unwanted visitor. Club Med Nederland cannot accept responsibility for any negative impact this may have on your stay.

PARKING

Our Resorts have parking facilities for your car. Use of a parking space is not included in your package. If you are travelling by private car, we advise you to reserve a parking space with us in advance as the number of spaces is limited.

PERSONAL DATA - CONFIDENTIALITY

The company Club Méditerranée Holland B.V., registered under the number 33233493 at the Chamber of Commerce in

Amsterdam, attaches great importance to your personal data and strictly follows the General Data Protection Regulation. For more information see www.clubmed.nl/l/cookies

PREFERENCES

If you have special wishes, or preferences, regarding the travel offer, you can communicate them at the time of booking. Club Med will pass on these preferences to the Resort concerned for information. As it is a preference, and not an essence, a guarantee can never be given. Naturally, the Resort will do its utmost to comply with any preferences.

SERVICES

We recommend that you book your desired additional services such as Baby Club Med, private tennis lessons, diving or green fees early (preferably when booking). This is since the number of places is limited. If you have not used the reserved services, we will not refund the amount.

UNAVOIDABLE AND EXCEPTIONAL CIRCUMSTANCES

In the event of unavoidable and extraordinary circumstances, such as for example strikes, local works and weather conditions, Club Med is not liable if this has a negative impact on the trip.

INSURANCE

We recommend that you take out comprehensive travel (baggage, accident, health) and cancellation insurance. A good insurance policy with extensive coverage (abroad, ski) can save you a lot of unnecessary costs and misery in case of damage, injury or illness.

“WIJS OP REIS”

For complete travel advice from the Ministry of Foreign Affairs, please visit:

www.nederlandwereldwijd.nl/landen. We also recommend that you download the BZ travel app before you leave so that you can stay well informed of all developments. It is your responsibility to check the current travel advice and the applicable (safety/health) formalities.

My CLUB MED APP

You can download the My Club Med app from Apple or Android to find out the latest information on our Resort, including the dress code.

EXTRA

ANVR

Club Méditerranée Holland BV (KvK 33233493) is a member of the ANVR. The ANVR has strict standards for membership and promotes the quality of travel and information about it. The Club Med travels are offered under the ANVR travel conditions.

SGR

Club Méditerranée Holland BV (KvK 33233493) is member of the SGR. You can check this at www.sgr.nl. The SGR-guarantee means that you as a customer are insured that your prepaid travel money will be refunded if the other party is unable to fulfill the agreed performance due to financial insolvency.

SGRZ

Club Méditerranée Holland BV (KvK 33233493) is also a member of SGRZ. This membership offers coverage to retail coverage on products of tour operators that make bookings through retailers (travel agents).

CALAMITY FUND

Club Méditerranée Holland BV (KvK 33233493) is member of the Travel Guarantee Fund. Within the limits of the guarantee

regulation of the Calamity Fund, the trips of Club Med are covered by the guarantee of the Calamity Fund. This guarantee means that you, the consumer, participating in a trip organized by us:

- get (part of) your travel sum back if we are unable to execute the trip in full or in part due to a disaster;
- is reimbursed for the necessary additional costs if we have to change the trip as a result of a calamity or if we have to repatriate you early.

By calamity is meant an abnormal event caused by acts of war or natural disasters.

SUSTAINABLE TOURISM

Sustainable tourism is no different than traveling and taking into account the environment, people, nature and culture, so that attractive destinations can be offered to future generations.

AGAINST CHILD PROSTITUTION

ECPAT works worldwide to counter commercial sexual exploitation of children. The basis for this is the United Nations International Convention on the Rights of the Child, which states that all children have the right to protection from all forms of trafficking, sexual abuse and exploitation. Do you want to know more? Go to www.ecpat.nl