# terms & conditions



## general terms & conditions

PLEASE READ THESE BOOKING CONDITIONS CAREFULLY. SUBMISSION OF BOOKING INDICATES ACCEPTANCE OF THESE BOOKING TERMS & CONDITIONS.

#### Defined terms

"Club Med", "we" and "us" means one or more of the companies within the Club Méditerranée Group of companies including without prejudice to the generality of the expression, Club Med Asie S.A. and their respective subsidiaries and associated companies. "Club Med Sales Office" means Club Méditerranée (Club Med) Hong Kong Ltd. the agent through which you made your booking. "Resort" means the Club Med Joyview resort of your Club Med Joyview holiday. "Club Med Operator" means our Club Med entity operating the Resort. "You" means the person who has signed the booking form and "your guests" means the people for whom your booking is made for your Club Med Joyview holidays.

#### 1. Price

Prices for Club Med Joyview holidays are quoted in Hong Kong Dollar (HKD) on the basis of exchange rates and transportation costs in effect at the time of publication and are subject to revision and surcharge at any time prior to departure in the event of exchange rate or transportation cost variations.

#### 2. Price Inclusions in your Club Med Joyview Holiday

#### When you book a Joyview Room and Breakfast Only Package:

Stay at the Resort:

 Accommodation at the Resort. Published prices are on twin share basis. Children under 12 may be required to share a room with parents and published children's prices reflect this possibility. Breakfast included [except on arrival date].

#### When you book a Joyview All Inclusive Package:

- Accommodation at the Resort. Published prices are on twin share basis. Children under 12 may be required to share a room with parents and published children's prices reflect this possibility.
- Breakfast, lunch and dinner with wine and beer during lunch and dinner. Except breakfast, lunch on arrival date and dinner on departure date.
- All day drinks and snacks at the bar (except for selected liquors) outside of meal times.
- All Resort activities and facilities included in the package as described in the product information (as scheduled by the Resort and subject to change).

#### Not Included in your Club Med Joyview Package Price:

- Cost of Transportation
- Travel Insurance
- Cost of passport, visas, vaccinations, health certificates and health requirements.
- Airport taxes, insurance fees, fuel/airline surcharges.
- Excess baggage charges.
- Charges for additional "a la carte" activities and products/services not included in the package or at additional charges such as premium drinks at the bar, optional tours and excursions, personal purchases at the boutique, spa services, Baby and Petit Club Med® facilities, baby sitting services, laundry services, and certain additional "a la carte" sports activities and equipment rental (such as diving, skiing, snowboarding, golf and related equipment rental).

#### Outside Tours and Stays:

For the Club Med Joyview holiday package including outside tours operated by external providers or overnight stays at non-Club Med hotels, only the twin share hotel room, breakfast and transfers are included in the price during those outside tours or overnight stays unless otherwise specified in the itinerary.

#### Special Requests:

Requests for disabled/reduced mobility rooms must be made via our Club Med Sales Office at time of booking. Other room requests made via our Club Med Sales Office are dependent on the Resort and availability on the day of arrival at the Resort. Families booking rooms may be interconnecting or located in different buildings or floors depending on the Resort and availability on the day of arrival at the Resort.



#### 3. Terms of Booking & Payment

#### Legal Capacity and Authorization:

#### By making a booking:

1. You represent and warrant that you have the legal capacity and authority to make the booking and to accept these booking terms & conditions on behalf of yourself and your guests in your booking region and the region of your Club Med Joyview holiday.

2. You acknowledge and agree that it is mandatory for any minor in the region of the Club Med Joyview holiday to be under the care and the liability of:

- the minor's parents or legal representative; or
- the accompanying person with the required written authorization from the minor's parents or legal representative for the care and the liability of the minor by the accompanying person, during the stay in the Resort, failing which Club Med reserves the right to refuse the minor's booking or refuse entry to or to remove the minor from the Resort without refund or compensation.

#### Payment:

Each Club Med Joyview holiday must be prepaid in full before departure. Your reservation will only be confirmed when we receive all payment for the Club Med Joyview holiday cost when due:

For bookings made 30 days or before scheduled departure:

**Deposits\***: A non-refundable deposit of 35% of the total package cost is payable when booking a Club Med Joyview Holiday. The deposit must be paid at the time of booking in order to secure and confirm the reservation.

**Final Payment**<sup>^</sup>: The balance of the Club Med Joyview holiday cost must be paid at least **30 days** before the guest's scheduled departure. Failure to provide final or full payment 30 days prior scheduled departure may result of Club Med cancelling your booking without refund or compensation.

<sup>^</sup>Early final payment requests in case of Air-ticket issuing deadline is earlier than 30 days before scheduled departure date.

For booking made within 30 days of scheduled departure:

<u>Full Payment:</u> The Club Med Joyview holiday cost must be paid in full at the time of booking to secure and validate your booking within 30 days of travel.

#### Charges:

Overseas transfer payment : HKD100.00 per transaction is required for the bank services charge.

#### **Booking and Travel Documents**

At the time of booking, you must provide us with full names and dates of birth of your guests and yourself as they appear on your respective travelling document, e.g. passport, Home return permit, etc.

You must be one of the guests who will be physically attending the Resort. Any listing on a booking of a guest who will not be physically attending the Resort (to benefit from price variances, occupancy and benefit or for other reasons) may result in your booking being changed with the imposition of additional charges by us or your booking being cancelled without refund or compensation. Infants must also be listed on a booking but they do not count towards occupancy levels on bookings.

You are responsible for checking and confirming the accuracy of all travel information (eg. name as per passport and dates of travel etc.) in your booking prior to submission and in the travel documents issued (eg. voucher and tickets etc.) upon receipt. We will not be held responsible if the travel information is subsequently found to be inaccurate resulting in the forfeiture of your Club Med Joyview holiday.

You and your guests are responsible for ensuring the following before departure:

• Valid passport with a minimum 6 months validity from the date of return;

Visas where required depending on nationality and the region of visit;

• Recommended vaccination, health certificates and health requirements.

We will not be held responsible if you or your guests do not have the proper entry documentation resulting in the forfeiture of your Club Med Joyview holiday.



#### 4. Changes & Cancellations by You

Changes made 30 days or before scheduled departure:

Written notification from the person who made the booking or your travel agent on your behalf must be received by our Club Med Sales Office.

Changes (eg. name change, change of destination, change of dates etc.) shall incur an administration charge of HKD 0 ( $1^{st}$  time) /HKD 300 (from  $2^{nd}$  time) per guest per transaction. Changes are subject to the availability at the Resort.

If the new booking is of lesser value from the 35% (non refundable deposit) of original booking, we will not refund the difference in pricing. If the new booking is of greater value, you will be required to pay for the new price and any other pricing variances due.

\*New travelling date must be within 6 months of the initial departure date.

In all cases, changes will only be confirmed when we receive payment of all resulting charges and increases in the Club Med Joyview holiday cost at the time of your change request.

# Changes made within 30 days of scheduled departure:

Changes will be treated as a full cancellation of the original arrangements made by you and cancellation charges will apply.

#### Cancellation by You

<u>Written notification</u> from the person who made the booking or your travel agent on your behalf must be received by our Club Med Sales Office. Cancellation fees will be applied on the date of receipt of the cancellation notice.

You will have to pay the applicable cancellation charges per person for the Club Med Joyview holiday as follows:

Notifications received by Us	Package	Charge
31 days or more before scheduled departure	Joyview Room and Breakfast /Joyview All inclusive	Deposit (35%, Non-refundable)
15 to 30 days before scheduled departure	Joyview Room and Breakfast /Joyview All inclusive	70% of cost
0 to 14 days before scheduled departure / After scheduled departure	Joyview Room and Breakfast /Joyview All inclusive	100% of cost

For Land Packages, it may take 8 to 10 weeks before the refunded amount is returned to you.

#### Unused Stays, Services and Transportation by You during your Club Med Joyview holiday

No refund or credit will be given to you for unused days at the Resort or unused transportation resulting in your late arrival or premature departure. No refund or credit will be given to you for unused pre-booked or paid services (eg. tours and excursions, spa services, Baby and Petit Club Med® facilities, transfers, sports and equipment hire etc.). The Resort's curtailment of stay or unused facilities written declaration does not constitute in any circumstances a promise of a refund or credit.

#### Extensions or Upgrades by You during your Club Med Joyview holiday

Should you decide to extend your Club Med Joyview holiday and/or upgrade your room whilst in the Resort, you will be charged the local rate and full payment must be made onsite in local currency. The extension of your Club Med Joyview holiday will be subject to the availability in the Resort.



#### 5. Modification and Cancellation by Us

#### Changes by Us

It is unlikely that we will have to make any changes to your Club Med Joyview holiday after booking but we reserve the right to do so if required or deemed necessary by us.

We reserve the right to modify or withdraw tours, itineraries. specific programs, activities or facilities at any time and without notice and without liability for any loss. We may modify the list of activities (eg. the type of sports activities on offer) and list of facilities (eg. the restaurants and bars open) in the Resorts as well as the dates of opening and closure of the Resorts (depending on the occupancy of the Resort or for other reasons). The availability of certain sports and water sports activities especially is dependent on season or on weather and sea conditions for the comfort and safety of our guests. Where possible, you will be advised of such modification and/or withdrawals which you should be aware of prior to your scheduled departure.

Should we be unable to provide the type of accommodation you have booked at the Resort, we will, upon your return, refund, if applicable, any difference in price between the accommodation you had booked and the accommodation you were allocated, upon receipt of a written declaration issued by the planning department on-site stating the accommodation arrangements received.

All activities organised by external providers and booked on-site is subject to change by the external providers. The organisation of these activities, together with the consequences of any modification and/or withdrawal of these activities will remain under the sole responsibility of the relevant external providers.

#### Cancellation by Us

It is unlikely that we will have to cancel your Club Med Joyview holiday after booking but we reserve the right to do so if required or deemed necessary by us. 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 monies paid to us for your Club Med Joyview holiday or accepting an offer of an alternative date or Club Med destination available (we will refund price difference if the alternative Club Med destination is of a lower value and you will pay the price difference if the alternative Club Med destination is of a higher value). Where you have made independent transportation arrangements (not arranged through us), you will be offered a refund of the monies paid to us for your Club Med Joyview holiday (for accommodation at the Club Med Resort) to allow you to use your independent transportation arrangement to the same destination to avoid any change or cancellation fees.

#### 6. Responsibility

Unless otherwise stated, all bookings and other arrangements made by us and our representatives as agents for our Club Med Operator and/or the external providers are made on this basis:

1. That all services are subject to the laws of the region in which they are provided and services need not be provided by us or the external providers if they cannot be provided without breaching any relevant law;

2. That we reserve the right to withdraw, alter or otherwise modify tours, itineraries, specific programs, facilities or activities at any time without notice;

3. That you agree to be bound by the rules of Club Med governing stays at Club Med resorts and the local regulations in force in the region where they are located and to comply with Club Med management's lawful and reasonable instructions and directions and that we are entitled to refuse entry to and to immediately remove any guest from the Club Med resort without refund or compensation for any serious breach of the rules, regulations, instructions and directions, nonpayment, intoxication, disturbance or nuisance to the Club Med resort or its guests, and/or objectionable, improper or undesirable behavior or activities and that you shall be liable for any loss, damage or personal injury you may cause at the Club Med resort;

4. That a guest participating in the activities and/or using the facilities at the Club Med resort is at the guest's own risk and further acknowledges assumes the additional risks when and participating in sports and other similar activities intrinsically involving risk of physical injury greater than those encountered in daily life and the guest absolves us, and our representatives from any and all liability in contract or in tort for any injury, illness, damage, loss, accident, expense, delay or other claim from any cause whatsoever arising from such participation and/or use;



5. That the stay at the Club Med Joyview Resort and the services and inclusions on Club Med Joyview holidays will be governed by the laws of the region where the Club Med Joyview resort is located and those services and inclusions are provided, and any legal action or any claim concerning any loss arising in respect of the same will be dealt with in the courts of that region.

Our Club Med Sales Office acting only as a wholesaler does not own, manage, control or operate any Club Med Joyview resort, any transportation vehicle, any hotel, cruise ship or restaurant, or any external service providers and disclaims for itself and its agents and representatives, all responsibility or liability in contract or in tort for any injury, illness, damage, loss, accident, expense, delay or other claim from any cause whatsoever, (including negligence) occurring during, arising out of, or relating to stays at the Club Med Joyview resorts.

Other than your stay at the Club Med Joyview resorts, all other services and inclusions on Club Med Joyview holidays (including, as appropriate, non-Club Med accommodations, sightseeing, excursions, transfers, air or other transportation and associated activities and facilities) are arranged by us or our representatives solely in the capacity of agent for the respective external providers and neither we, nor our representatives, accept any responsibility or liability nor shall we be responsible or liable in contract or in tort for any injury, illness, damage, loss, accident, expense, delay or other claim from any cause whatsoever, (including negligence) arising in any relation to any of these services and inclusions and associated facilities and activities or other services provided by any of the external service providers. nor for any cancellation of or changes in itineraries or schedules or additional expense or loss of vacation time incurred by guests, resulting therefrom.

#### 7. 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". A failure to comply or a delay in complying with these terms and conditions by Club Med or our Club Med Sales Office which is caused by force majeure means that we will not pay you compensation if we have to cancel or change your Club Med Joyview 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) Acts of God, war, threat of war, riot, civil or political unrest, strikes, boycott or industrial action or dispute, terrorist activity threatened or actual and its consequences, natural or nuclear disaster, fire, adverse weather conditions. epidemics and pandemics, action in compliance with any act, regulation, ordinance, by-law or permit or with any lawful direction, order or request of any responsible authority or court, closure of ports or airports, air traffic control delays, unavoidable technical and/or financial problems with transportation or the Resort or any other cause whatsoever reasonable beyond the control of Club Med or our Club Med Sales Office.

#### 8. Timing Within Which to Submit Claims

No claims arising out, or relating to stays at Club Med Joyview resorts shall be accepted after 30 days of the return date and all claims must be made in writing. Prior to this date, we will endeavor to amicably resolve any issues pertaining to a guest's stay with a view to the most reasonable terms possible.

#### 9. Interpretation

Save as otherwise provided, these Booking Terms & Conditions contain the parties entire understanding in relation to its subject matter and there are no conditions, warranties, promises, representations or obligations written or oral expressed or implied in relation to that subject matter other than those expressly stated or referred to therein.

Nothing in these Booking Terms & Conditions will be read to exclude, restrict or modify and of the provisions of any laws which, by law, cannot be excluded, restricted or modified. However to the extent that the laws permit liability for the breach of any condition or warranty to be limited by us or by any external providers, that liability shall be limited to the party in breach providing the services again, paying the cost of having those services.

You and your guests are requested to familiarize yourselves and adhere with the "Club Med Joyview Holiday Travel Guidelines & Tips" provided as part of the travel documents issued by us at time of booking.

**Please note:** These Booking Terms & Conditions are subject to change without notice.



# holiday guidelines & tips

Club Méditerranée (Club Med) Hong Kong Ltd. Unit B, 26/F, Fortis Tower, 77-79 Gloucester Road, Wanchai, Hong Kong Licence No.: 350601 Reservations: 852 3856 0468



### general holiday guidelines & tips

PLEASE READ THESE RECOMMENDATIONS TO MAKE THE MOST OF YOUR HOLIDAY.

#### TRAVEL INSURANCE

Club Med implements a strict policy in terms of standards of operations, safety and security at each of its Resorts, but there is no guarantee that loss, damage or injury will not occasionally occur despite Club Med's best efforts. Club Med advises that you get adequate insurance coverage to suit your needs for your Club Med Holiday.

#### HEALTH

#### **Health Policy**

Club Med implements a strict and comprehensive health policy at each of its Resorts, but there is no guarantee that all of our Resorts are virus free despite Club Med's best efforts. Club Med shall not accept liability and pay guest a compensation. We advise that you take some precautions before you depart and for the duration of your stay.

#### Health Check Before Departure

Regardless of where you are travelling to, we recommend you seek expert travel advice on health issues prior to departure. We advise you consult your physician prior to departure and inform them of your destination. Your physician will indicate to you if your state of health is compatible with the stay that you have planned, notably if you have any ongoing treatments, if you have any chronic conditions, if you are pregnant, if your child is under the age of two or if you are showing any allergic conditions. Also take the time to check the validity of your vaccinations and those of your children.

Club Med will not refund any of your stay or additional costs (cancellation, repatriation, hotels, taxis, etc.) if you are unable to comply with the health procedures required in some part of the world and to access our Petit and Baby Club Med programs.

#### Medical Assistance During Your Stay

You will find, in certain Resorts, depending on their medical facilities, a nurse and/or a doctor. They cannot, except in the case of treatment such as the provision of comfort or first aid, replace the local doctor, who is alone authorised to fully practice medicine.

#### Disease Prevention

We remind you that certain conditions not specific to the journey, are likely to be contracted no matter where you go (e.g., seasonal viral, sporadic, influenza or intestinal infections). Others are specific to the host region or linked to the climate conditions and to the microbiological environment. Club Med takes every measure in order to reduce their impact, but cannot guarantee your protection against any pathogen. As for new emerging risks, Club Med has taken and will continue to take, where appropriate, the necessary preventive measures in the Resorts of the areas affected.

Certain viral or parasitic diseases (dengue, malaria, etc.) are transported and carried by mosquitoes in inter-tropical zones: we advise you to use skin repellent products and clothing suitable for the tropics, more specifically for certain periods of the year and the day, notably the evening. The taking of medication may be necessary. This requires the advice and a prescription from your physician. If, in the three months following your return, you need to see a doctor for fever-like symptoms, you must imperatively inform him of this stay abroad.



#### <u>DIET</u>

#### **Dietary Precautions & Climate Changes**

Club Med ensures, through its hygiene checks, the maximum hygiene at all stages of the food

preparation and presentation in its Resorts. However, the change in eating habits and/or climate change may cause a certain amount of inconvenience. Diarrhoea (gastroenteritis) is the health problem which affects travelers most frequently according to their destination as well as their resistance to a change of climate, environment and diet. Disorders are most often mild and can be cured in a few days with symptomatic treatments and appropriate oral rehydration. Gastro symptoms can affect any travellers especially families and group of friends interacting together. If symptoms are also accompanied with a fever, they may require a specific treatment, notably among children under the age of two. Regularly washing your hands with soap considerably reduces the risk of intestinal infections. As preventive policy, Club Med offers hand sanitizers at your disposal in key areas of our Resorts to help reduce germs / illness spreading.

#### Allergies

1. Any person likely to be allergic to a specific food component is invited to check locally at the Resort with the kitchen Chef before consuming food. It is also advised that clients bring any responsive treatment (like epipen) for all known allergies. Should you or your guests have any specific dietary or health requirements, we recommend that you confirm with your travel agent that such dietary or health requirements can be met whilst on a Club Med Joyview holiday.

2. Please note that employees supervising the kids clubs are not permitted to administer any medication to children attending kids clubs. If a child has food allergies, meals taken within the kids clubs program will have to be accompanied by a parent.

#### KIDS CLUBS

Club Med provides dedicated facilities for Baby Club, Petit Club and Mini Club Med at selected Resorts with trained staff according the specific age group of the child. The participation of children attending the Baby Club Med or Petit Club Med is offered at an additional charge.

#### **Special Requirements**

We consider that the health and safety of children attending its kids clubs is of paramount importance. Parents or guardians of children with special needs who intend to utilise the kids clubs are required to notify the Resort in advance of their stay of their child's special requirements.

#### **Accessibility**

Due to the limited number of places, we recommend you book your children with the Baby Club or Petit Club before your departure and when your booking is made. In order to gain admission to Baby Club Med and/or the Petit Club Med, guests must show that all of their children attending the Baby Club Med and/or the Petit Club Med have their vaccinations up to date (medical certificate, vaccination book or health book). In the case of Baby Club Med, the vaccinations must include the child's first shots against diphtheria, tetanus and polio.

#### CARE OF PERSONAL BELONGINGS

#### <u>Money</u>

Thanks to the Club Med Pass® payment card, available in most of the Resorts as payment method, you will have this option to pay for all your local purchases made at the different sales outlets of the Resort to minimise the need to carry cash during your holiday. A credit card (or cash) will be required to close your account upon checkout. We advise you not to take with you too many valuable items or jewellery.

#### **Belongings During Stay**

During your holiday, you must never leave important documents (passports, credit cards etc), jewellery or other valuables (mobile phone, iPads, cameras, etc) unattended in your room or around the Resort facilities and grounds. We accept no liability for valuables lost, misplaced or stolen that have not been deposited and locked in the safe in your room or in the Resort's main safe whilst you are on a Club Med Joyview holiday. We recommend that should you be concerned regarding your valuables whilst on a Club Med Joyview holiday, that all valuables be checked into safety deposit boxes where available at each Resort.



#### **Belongings At Departure**

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 endeavor 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.

#### MINOR POLICY

#### Care and Liability for Minors

During his stay in our villages, it is mandatory for any minor to be under the care and the liability of his parents or his legal representative. If the accompanying person is not his parents or his legal representative, this accompanying person has to provide Club Med, upon booking, with a written authorization issued from the minor's parents or legal representative. This authorization will have to specify the conditions under which this accompanying person takes the care and the liability of the minor during the stay.

#### Legal drinking age

Persons under the legal drinking age are strictly forbidden to consume alcohol whilst on a Club Med Joyview holiday. Whilst Club Med employees are specifically trained to refuse service of alcohol to persons under the legal drinking age, it is the responsibility of the accompanying adult to ensure that persons under the legal drinking age in their care do not consume alcohol whilst at a Club Med Resort. **Club Med strictly follows local laws and regulations for drinking age and this information could change depending on the region visited** (for example and not limited to: USA 21 years old / Indonesia 21 years old / Thailand 20 year old).

#### ACTIVITES AND FACILITIES

#### Swimming pools

You have access, in some of our Resorts, to the main swimming pool (even to several swimming pools in some Resorts). In certain Resorts, benefit from the Quiet or Zen Pools, for more relaxation and tranquility whose access is reserved exclusively for adults or youth over the age of 16 accompanied by an adult. In the 5 Trident Spaces of our Resorts (except in Kani and Valmorel), our G.M®s have exclusive access to the swimming pool of the 5 Trident Luxury Space.

➔ disposal nappy is compulsory for children under 3 years.

→ Children are under the responsibility of their parents at all time when not with the Kids Clubs programs

You shall acknowledge the risks and assume full responsibility of swimming in non supervised areas.

#### Non-Smoking Areas

In all our Resorts, Villas and Chalets as well as on the Club Med 2 cruise ship, communal indoor spaces, rooms and cabins are non-smoking.

#### Air-conditioning and Heating

Air-conditioning/heating can be turned on or off at anytime during your stay at the manager's discretion and is subject to weather conditions.

#### Wi-Fi Services

Selected Resorts offer complimentary Wi-Fi in common areas or inside the room as part of the inclusions. Please refer to our website for additional information on complimentary Wi-Fi.

#### <u>SUN</u>

#### Sun Protection

We advise you to use suitable sun protection, to plan ahead for limited exposure times and to drink lots of water in the heat.



