

## Cancellation Policy for Club Med

Validate from 1<sup>st</sup> Feb 2019

### **Domestic Villages**

- Cancellation 15 days before arrival date will get full refund.
- Cancellation 08-14 days (both inclusive) before arrival date, it will be 40% of total amount cancellation fee.
- Cancellation 01-07 days (both inclusive) before arrival date, it will be 80% of total amount cancellation fee.
- Cancellation on arrival date, it will be 100% of total amount cancellation fee.

### **Overseas Villages**

- Cancellation 30 days before arrival date will get full refund.
- Cancellation 15-29 days (both inclusive) before arrival date, it will be 20% of total amount cancellation fee.
- Cancellation 08-14 days (both inclusive) before arrival date, it will be 40% of total amount cancellation fee.
- Cancellation 01-07 days (both inclusive) before arrival date, it will be 80% of total amount cancellation fee.
- Cancellation on arrival date, it will be 100% of total amount cancellation fee.

\*No show will be charged 100% of total amount.

## Cancellation Policy for Club Med Air Ticket Package

(Club Med Joyview and Temporary Cancellation Policy not applicable)

Validate from 1<sup>st</sup> Feb 2021

### **Domestic Villages**

Cancellation 15 days before arrival date, it will be 10% of total amount cancellation fee.

Cancellation 08-14 days (both inclusive) before arrival date, it will be 40% of total amount cancellation fee.

Cancellation 01-07 days (both inclusive) before arrival date, it will be 80% of total amount cancellation fee.

Cancellation on arrival date, it will be 100% of total amount cancellation fee.

### **Overseas Villages**

Cancellation 30 days before arrival date, it will be 10% of total amount cancellation fee.

Cancellation 15-29 days (both inclusive) before arrival date, it will be 20% of total amount cancellation fee.

Cancellation 08-14 days (both inclusive) before arrival date, it will be 40% of total amount cancellation fee.

Cancellation 01-07 days (both inclusive) before arrival date, it will be 80% of total amount cancellation fee.

Cancellation on arrival date, it will be 100% of total amount cancellation fee.

\*No show will be charged 100% of total amount.

# terms & conditions

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# general terms & conditions

PLEASE READ THESE BOOKING CONDITIONS CAREFULLY.

PAYMENT OF DEPOSIT INDICATES ACCEPTANCE OF THESE LEGAL CONDITIONS.

## Defined terms

In this document “we” and “us” means one or more of the companies within the Club Mediterranee Group of companies including without prejudice to the generality of the expression, Club Med Asia S.A. and their respective subsidiaries and associated companies. “Service Operator” means the actual legal entity (not us) which provides the various services and inclusions on Club Med holidays. “You” means the person who has signed the booking form and “guests” means the people for whom your booking is made for Club Med holidays.

## 1. Reservations, Deposits and Payments terms

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party or your client the terms of these booking conditions. Your reservation for a Club Med Joyview holiday will only be confirmed when we receive payment for the holiday. Each Club Med Joyview holiday must be prepaid in full before departure.

**Other General Booking Conditions:** Please note that disabled/reduced mobility rooms must be booked via our Reservations Centre before departure. Infants do not count towards occupancy levels on bookings and you must only list on a booking the guests who will be physically attending the resort. Should you list a guest on a booking who will not be attending the resort in order to benefit from price variances, occupancy and benefit, this booking will be changed immediately upon discovery by us and may result in your booking being cancelled and/or you may incur additional charges deemed appropriate by us as a result. Club Med reserves the right to change the occupancy of a room and modify your booking or apply a surcharge at our discretion.

## 2. Name or date of birth changes before travel

At the time of booking, you must provide us with full names and dates of birth as they appear on your and your guests' identity. Where possible, Club Med will allow a name change on a confirmed booking if the amendment does not reduce the cost of the guest's holiday. Change fees do apply for name change and is considered a booking amendment.

## 3. Cancellation by You

(a) You, or any member of your party, may cancel your holiday at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Telephone cancellations will not be accepted. The date of receipt of the cancellation notice will be 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 asupplement.

(b) Since we incur costs in cancelling your holiday, you will have to pay the applicable cancellation charges PER BOOKING as follows:

(consumption of 19-21Sep2021, 30Sep-7Oct2021)

Notifications received by Us	Cancellation fee
15 days or more before scheduled departure	Non Chargeable
3 to 14 days before scheduled departure (both inclusive)	80% of Whole Stay Cost Cancellation/Modification Fee
Within 48 hours	100% of Whole Stay Cost
	No Refundable

(except consumption of 19-21Sep2021, 30Sep-7Oct2021)

Notifications received by Us	Cancellation fee
8 days or more before scheduled departure	Non Chargeable
3 to 7 days before scheduled departure (both inclusive)	50% of Whole Stay Cost Cancellation/Modification Fee
Within 48 hours	100% of Whole Stay Cost
	No Refundable

This cancellation policy apply to files which are confirmed after July 14, 2021.

## 4. Modifications and cancellations by You during your holiday

Any cancellation or curtailment 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, transfers and equipment hire) 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 seats to ensure your return.

## 5. Modifications by Us

It is unlikely that we 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 Specialty restaurants may be closed) included in the holiday, together with the dates of opening and closure of the Resorts (depending on the occupancy of the relevant Resort).

## 6. Remind for Travel Insurance

From August 1st, 2022, the booking price does not cover any free travel insurance for global Club Med resorts. You can choose whether to buy travel insurance according to your own needs.

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Some sports and water sports especially may also be subject to weather & sea/lake conditions and be only seasonal.

It is specified that all information given in respect of activities organised by outside providers and booked on site is subject to change. Unless such activities are included in your Club Med Joyview All-Inclusive Holiday, 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. 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. Where possible, you or your travel agent will be advised of such changes which you should be aware prior to departure.

#### **7. Cancellation by Us**

It is unlikely that we will have to cancel your holiday however we reserve the right in special 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 money paid or accepting an offer of an alternative date or alternative Club Med Joyview destination of comparable standard from us, if available (we will refund any price difference if the alternative Club Med Joyview destination is of a lower value). This would exclude independent travel arrangements (when flights are not booked with Club Med) where you will be offered a refund of the booking cost paid by you to us for accommodation at the Club Med Joyview Resort to allow you to use your individually booked flights to the same destination to avoid any airfare change or cancellation fees. If it is necessary for us to cancel your holiday, except where the cancellation arises due to reasons of force majeure or reasons specifically allowed under the relevant law and regulation, you will have the choice of accepting an offer of an alternative date or alternative Club Med Joyview destination of comparable standard from us, if available (we will refund any price difference if the alternative Club Med Joyview destination is of a lower value). You will also have the choice of having a refund which will include the Club Med Joyview booking cost paid by you to us and other reasonable compensation.

#### **8. 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 which is caused by force majeure 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) 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 transport or Resorts or any other cause whatsoever reasonable beyond the control of Club Med.

#### **9. Passports, Visas and Vaccinations**

It is the guest's responsibility to obtain and pay for all necessary documentation such as passports, visas and vaccinations. It is the guest's responsibility to obtain all necessary entry visas where applicable. Club Med cannot be held responsible if you do not have the proper entry documentation and will result in forfeiting your holiday. Regardless of where you are travelling to, we recommend you seek expert travel advice on health issues prior to departure. Please check with your doctor or contact the Travelers Medical and Vaccination Centre for information.

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#### 10. Not Included in your Club Med Joyview All-Inclusive Holiday

- Excess baggage charges.
- Laundry, gifts, excursions, boutique items, spa services, some activities where there is a charge for materials e.g. arts and crafts, some sports, such as diving, skiing, snowboarding and golf balls for private usage. No refund or credit will be given for unused days resulting from non-use of transfers, meals or other services or from late arrival at or premature departure from a Club Med Joyview Resort except if such withdrawal is at the express request of the Club Med Resort operator and is for reasons other than the bad behavior of, or breach of the Club Med Resort rules by a guest. Pre booked and paid services offered at extra charge such as ski equipment rental, local tours, spa packages, kids clubs etc are non-refundable if unused.

#### 11. Price Changes

Prices for Club Med holidays are quoted in Chinese local currency RMB on the basis of exchange rates in effect at the time of publication. They are subject to revision and surcharge at any time prior to departure, without advance notice, at our discretion. All money received by us are deposited in bank accounts under our own name and we will be entitled to retain any interest earned.

#### 12. Responsibility

We will book and pay for (out of the money paid by you) your Club Med Joyview holiday. All other services and inclusions on Club Med Joyview holidays other than your stay at the Club Med Joyview Resort (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 service suppliers. The service suppliers, and not us, have determined inclusions and control the provision of all services.

#### 13. Money

Thanks to the Club Med Pass® payment method, 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 /bank card (or cash) will be required to close your account upon check-out. We advise you not to take with you too many valuable items or jewellery.

#### 14. Stay at Club Med Joyview Resort

- **Accommodation at the Club Med Joyview Resort. Published prices are based on twin share.** Children under 12 may be required to share a room with parents and our published children's prices already reflect this possibility.
- 3 full meals per day provided for all inclusive package. Snacking service and full bar service (except for selected liquors) and may vary depending on Resorts and our local suppliers with additional charge. Local laws for drinking age will be respected in each of our Resorts.
- Free use of all Club Med Joyview Resort facilities and sports equipment (except snow equipment) and services of trained instructors as provided by Club Med for all inclusive package also available for pay by entry. Some sports and water sports may be seasonal only and depends on weather and sea conditions. Safety of our guests is very important to Club Med.
- Free daily and evening entertainment.
- Service taxes at the Club Med Joyview Resort. Tipping at a Club Med Resort is not encouraged.
- Room requests cannot be guaranteed and depends on availability on the day of arrival at the Resort. Families booking rooms that are not interconnecting may be located in different buildings or floors depending on Resort and its availability on your check-in day. We recommend you book your holiday early to secure connecting rooms and/or family rooms where available especially if travelling with young children.
- The complimentary Wi-Fi is included.

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### 15. Bookings

Unless otherwise stated, all bookings and other arrangements made by us and our representatives as agents for the service suppliers are made on this basis:

1. That services need not be provided by the Club Med Resort or suppliers 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, sports facilities or activities at any time without notice, and we will inform you of such cancellation, alteration and modification in advance;

3. That you agree to be bound by the rules of Club Med governing stays at Club Med Joyview Resorts and the local regulations in force in the country 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 Joyview Resort without refund or compensation for any serious breach of the rules, regulations, instructions and directions, non-payment, intoxication, disturbance or nuisance to the Club Med Joyview 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 Joyview Resort;

4. That a guest participating in the activities and/or using the facilities at the Club Med Joyview Resort is at the guest's own risk and further acknowledges and assumes the additional risks when 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 loss 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 holidays will be governed by the laws of the place 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 place.

### 15. Health

Club Med has implemented a comprehensive and very strict health policy at each of its Resorts. However, we advise that you take some precautions before you depart and for the duration of your stay. Despite Club Med's best efforts to maintain a strict health protocol, we cannot guarantee that all of our guests arrive to our Resorts germ free.



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## BEFORE YOUR STAY

### **PHYSICIAN**

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.)

## DURING YOUR STAY

### **Medical Assistant**

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.

### **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.

### **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.

### **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.

### **PREVENTION OF CERTAIN DISEASES**

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 country 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 you 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.

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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.

#### **16. Valuables**

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.

#### **17. 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.

#### **18. Legal drinking age**

Persons under the age of 18 years are strictly forbidden to consume alcohol whilst on a Club Med Joyview holiday. Whilst Club Med Joyview employees are specifically trained to refuse service of alcohol to persons under the age of 18 years of age, it is the responsibility of the accompanying adult to ensure that persons under the age of 18 in their care do not consume alcohol whilst at a Club Med Joyview Resort. **Club Med strictly follows local laws and regulations for drinking.**

#### **19. 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 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.

#### **20. Swimming pool**

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.

→ A swimming 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

#### **21. Smoking**

In all our Resorts, communal indoor spaces, rooms and areas with specific sign are non-smoking.

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## 22. Timing Within Which to Submit Claims

Club Med would like you to submit any claims arising out, or relating to stays at Club Med Joyview Resorts to us within 60 days of the return date. During this period, Club Med will endeavor to amicably resolve any issues pertaining to a guest's stay with a view to the most reasonable terms possible.

## 23. Interpretation and Law

In this documentation "scheduled departure" means, for a package holiday, the scheduled date of departure of that package tour or, for a stopover holiday, the scheduled date of arrival at a Club Med Joyview Resort, "loss" includes injury, illness, damage, accident, expense, delay, inconvenience or other claim whether direct, indirect, special, general or consequential, and "any other circumstances" include fire, flood, inclement weather, Acts of God or governments, negligence, transport delays, operating causes, failure of equipment and industrial action. This contract contains (not the accompanying brochure or guide) 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 in this document. Nothing in this document will be read to exclude, restrict or modify and of the provisions of the Trade Practices Act or any similar laws of any state or territory which, by law, cannot be excluded, restricted or modified. However to the extent that those laws permit liability for the breach of any condition or warranty to be limited by us or by any service suppliers, and that liability shall be limited to the party in breach either supplying the services again, or (at that party's discretion) paying the cost of having those services supplied again, and that party in breach shall not be liable in any other way for any loss arising from that breach. All other conditions and warranties which might otherwise be implied and which may be expressly excluded in respect of the service provided by us and by each of the service suppliers.

**Please note:** Terms and Conditions are subject to change without notice. Other conditions specific for online bookings applicable and available on the website.

**Club Med**   
Joyview

# CLUB MED HOTEL-BOOKING CONTRACT

## Club Med 酒店预订合同

(for Booking Guests in Mainland China)

(适用中国大陆预订客户)

**Booking Guests:** Guests who book Club Med Premium Hotel or Club Med Joyview Hotel (hereinafter collectively referred to as “Club Med Hotel”) (including other guests designated by him/her to check in Club Med Hotel) through Club Med China official website (<https://www.clubmed.com.cn>) or Club Med service hotline (021-61972985) (the “**Booking Guests**”).

**预订客户:** 通过酒店公司中国官方网站 (<https://www.clubmed.com.cn>) 或通过致电酒店公司服务热线 (021-61972985) 预订 Club Med 精致一价全包度假村或 Club Med Joyview 酒店 (以下统称 “Club Med 酒店”) 的客户 (包括其指定的其他入住 Club Med 酒店的客人) (以下称“**预订客户**”);

**Hotel-booking Company:** Shanghai Club Med Holidays Travel Agency Co., Ltd. (“Club Med”)

**酒店公司:** 上海客美德假期旅行社有限公司(Club Med)

Business scope: travel agency business, talent intermediary activities. [Projects subject to approval in accordance with the law can only be carried out after being approved by relevant departments. Specific operating projects are subject to the approval documents or permits of relevant departments] General projects: tourism consulting services, hotel management services and hotel booking, ticketing agency, computers network and system technology development, technology consulting, technology services and technology transfer, meeting and exhibition services, business information consulting services, sports information consulting services, marketing planning and consulting services, advertisement design, production, agency and publishing services, daily masks (non-medical), labor protection products, daily necessities sales, wholesale, import and export and commission agent (except for auctions) services and other related supporting services for hotel supplies and equipment, beauty care products, handicrafts (except for crafts, ivory and their products) hotel supplies and equipment, beauty care products, handicrafts (except cultural relics, ivory and their products), toys and clothing (except for those subject to the relevant licenses as required to conduct certain business activities if the laws and regulations so require).

经营范围: 旅游业务; 职业中介活动。【依法须经批准的项目, 经相关部门批准后方可开展经营活动, 具体经营项目以相关部门批准文件或许可证为准】一般项目: 旅游信息咨询, 酒店管理服务和酒店预订, 票务代理, 计算机网络系统技术

开发、技术咨询、技术服务、技术转让，会展服务，商务信息咨询，体育信息咨询、市场营销策划咨询，设计、制作、代理、发布各类广告，日用口罩(非医用)、劳防用品、日用品销售，酒店用品及设备、美容护理用品、工艺品（除文物、象牙及其制品）、玩具和服装的批发、进出口、佣金代理（拍卖除外）并提供相关配套服务（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）。

Address: 15th Floor, Building 1, No. 118 Feihong road, Hongkou District, Shanghai 200086, China

地址：中国上海市虹口区飞虹路 118 号 1 号楼 15 楼 邮政编码：200086

Telephone: 021-61972985

联系电话：021-61972985

Operation license: L-SH-WZ00009

业务经营许可证编号：L-SH-WZ00009

(hereinafter referred to as “**Hotel-booking Company**”)

(以下称“酒店公司”)

The Hotel-booking Company and the Booking Guests are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**” in this Contract.

本合同中，酒店公司和预订客户合称“双方”，单独称为“一方”。

The Parties have reached, through consultation, the following agreement regarding the terms and conditions pursuant to which the Booking Guests will book Club Med Hotel through the Hotel-booking Company:

经协商一致，双方就预订客户预订酒店公司提供的 Club Med 酒店入住的条款和条件达成以下协议：

## **ARTICLE 1 DEFINITIONS**

### **第1条 定义和概念**

**1.1** “Club Med Hotel”, refers to the Club Med Premium Hotel or the Club Med Joyview Hotel booked for the Booking Guests by the Hotel-booking Company in accordance with Article 2.1 hereto.

“Club Med 酒店”，指本合同第 2.1 条所述由酒店公司为预订客户预订的 Club Med 精致一价全包度假村和 Club Med Joyview 酒店。

**1.2** “Hotel Price”, refers to the price payable by the Booking Guests to the Hotel-booking Company to book the Club Med Hotel in accordance with Article 3.1

hereto.

“酒店费用”，指本合同第 3.1 条规定由预订客户支付给酒店公司，用于预订 Club Med 酒店的价格。

Unless otherwise provided herein, the Hotel Price does not include:

除非本合同另有规定，酒店费用不包括：

- (1) The premium for Personal Travel Insurance subscribed by the Booking Guests;

预订客户投保的个人旅游保险费用；

- (2) Fees for any activities for which the Booking Guests must pay extra charges as stipulated in the Contract;

合同约定需要预订客户另行付费项目的费用；

- (3) Fees that the Hotel-booking Company is not responsible for paying according to the Contract;

合同未约定由酒店公司支付的费用；

- (4) Any personal expenses incurred by a Booking Guest during his stay in the Club Med Hotel, including but not limited to any non-free services and activities explicitly specified within the Club Med Hotel; any personal entertainment, personal injury or medical expenses; any expenses or remuneration paid to search for the Booking Guests' lost property; and any other payable compensation caused by reasons attributable to the Booking Guests.

入住 Club Med 酒店期间发生的预订客户个人费用，包括但不限于 Club Med 酒店内明确注明非免费的服务和消费项目，个人伤病医疗费，寻找个人遗失物品的费用及报酬，个人原因造成的赔偿费用。

**1.3 “Cancellation Charge”** refers to the compensation for the economic losses sustained by the Hotel-booking Company arising from the Booking Guests' cancellation of a valid reservation. Such charge includes any and all fees the Hotel-booking Company has paid on behalf of the Booking Guests to service providers stipulated in this Contract, including but not limited to fees (including deposits) for accommodation, food and beverage, as well as entertainment at the Club Med Hotel.

“取消费用”，指酒店公司因预订客户取消已生效的预订而产生的经济损失。包括为预订客户预订的本合同约定的 Club Med 酒店而已向相关服务提供方支付的费用，包括但不限于 Club Med 酒店住宿、餐饮、娱乐项目费用

(含预订金)。

- 1.4** “**Free Activity Time**” refers to periods during which the Booking Guests will not participate in an activity listed in the Confirmation Letter (as defined below).

“自行安排活动期间”，指预订客户不参加确认函（见如下定义）所列明的各类活动的期间。

- 1.5** “**Hotel-booking Company’s Liability Insurance**” refers to the insurance subscribed to cover the Hotel-booking Company’s legal liabilities for compensation in accordance with law to cover any losses suffered by the Booking Guests and/or any personnel entrusted by the Hotel-booking Company to provide services to the Booking Guests arising from the Hotel-booking Company’s providing booking services to the Booking Guests.

“酒店公司责任保险”，指以酒店公司因向预订客户提供预订服务而对预订客户和受其委派为预订客户提供服务的人员依法应当承担的赔偿责任为保险标的的保险。

- 1.6** “**Personal Travel Insurance**” refers to any short-term insurance subscribed by a Booking Guest directly or through the air ticket agency, tourist attraction or other insurance agency to cover risks related to his life, body, property or related benefits, including but not limited to insurance for flight accidents, emergencies during the stay, emergency evacuation and other specific program.

“个人旅游保险”，指预订客户自己购买或者通过航空机票代理点、景区等保险代理机构购买的以入住期间自身的生命、身体、财产或者有关利益为保险标的的短期保险，包括但不限于航空意外险、旅游意外险、紧急救援保险、特殊项目意外险。

- 1.7** “**Force Majeure**” refers to any objective circumstance that is unforeseeable, unavoidable and insurmountable, including but not limited to any such circumstance caused by natural causes or civil unrest, such as natural disasters, war, hostilities, terrorist activity, turmoil, riot, strikes, public health emergencies, and government actions.

“不可抗力”，指不能预见、不能避免并不能克服的客观情况，包括但不限于因自然原因和社会原因引起的，如自然灾害、战争、敌对状态、恐怖活动、动乱、骚乱、罢工、突发公共卫生事件、政府行为等。

- 1.8** “**Unexpected Event**” refers to any event occurring incidentally because of reasons not attributable to either Party’s deliberate act or negligence. Such events include, but are not limited to, any traffic jams, flight/train delays, temporary closures of tourist attractions, and other circumstances caused by important Concierge activities.

“意外事件”，指因任何一方故意或者过失以外的偶然因素引发的事件，包



括但不限于重大礼宾活动导致的交通堵塞、列车航班晚点、景点临时不开放等。

## ARTICLE 2 HOTEL PRODUCTS

### 第2条 酒店产品

- 2.1 The Hotel-booking Company shall provide accommodation services and other activities which need to be booked in specific Club Med Hotel according to the booking made by the Booking Guests through the Hotel-booking Company's Chinese official website or calling the service hotline.

根据预订客户通过酒店公司中国官方网站或通过致电酒店公司服务热线进行的预订，酒店公司为预订客户安排预订特定的 Club Med 酒店内的食宿服务以及其他须预订的活动项目服务。

- 2.2 The detailed information of the exact time, places, periods, activities, accommodation service standards as well as the activities subject to extra charge of Club Med Hotel booked by the Booking Guests are set out in the Booking Confirmation Letter (“**Confirmation Letter**”) sent by the Hotel-booking Company to the Booking Guests by email. Such Confirmation Letter is an integral part of this Contract. If there is any discrepancy between the Confirmation Letter and the Contract, the terms of the Confirmation Letter prevail.

酒店公司为预订客户预订的 Club Med 酒店的具体时间、地点、期间、项目、食宿标准、另行付费项目等详见酒店公司通过电子邮件向预订客户发送的预订确认函（“**确认函**”）。该确认函为本合同不可分割的一部分，如果该确认函与本合同任何内容不一致，以该确认函为准。

- 2.3 **Any advertisement or promotional material issued or provided by the Hotel-booking Company only serves as reference for the general potential consumers to understand the relevant products. It is not a contract offer and should not be construed as a part of this Contract. Such advertisement or promotion material has no binding effect on the Hotel-booking Company or Booking Guests.**

**酒店公司所发布或提供的与本合同项下的 Club Med 酒店相关的广告及宣传品仅为帮助不特定的潜在消费者了解相关产品，其不属于合同要约，不视为本合同的组成部分，对酒店公司和预订客户双方不具有约束力。**

## ARTICLE 3 HOTEL PRICE

### 第3条 酒店费用

- 3.1 Hotel Price to be paid by the Booking Guests and other exact booking information are set out in the Confirmation Letter sent by the Hotel-booking

Company to the Booking Guests. Unless otherwise provided herein, the Hotel Price includes:

预订客户预订本合同约定的 Club Med 酒店应支付的酒店费用及其他具体预订信息在酒店公司向预订客户发送的确认函中予以列明。除非另有特别注明，酒店费用包括下列各项：

Club Med Premium Hotel:

Club Med 精致一价全包度假村：

- (1) Accommodation on twin share basis, in principle. Children under 12 years may be required to share a room with their parents;

原则上两人一房形式的住宿。但 12 岁以下的儿童将有可能被要求同父母同住；

- (2) Three meals a day in the Club Med Premium Hotel with beer and table wines provided for lunch and dinner (scheduled by Club Med Premium Resort and subject to change, Club Med Premium Resort is entitled to stop or cancel to serve any alcoholic drink at any time due to health and safety or other reasons in its sole discretion); some Club Med Premium Hotels provide late breakfast and late lunch;

Club Med 精致一价全包度假村一日三餐包括中餐和晚餐供应的啤酒及随餐葡萄酒（由 Club Med 精致一价全包度假村安排并可做调整，且 Club Med 精致一价全包度假村有权在任何时间基于健康安全或其他因素自行决定停止或取消提供酒精类饮品）；部分 Club Med 精致一价全包度假村提供晚早餐和晚午餐；

- (3) All-day exquisite bar and snacking service at designated Club Med Premium Hotel bars (excludes champagne and certain liquors and beverages of particular brands, details of which shall be subject to the standards published on site in the Club Med Premium Hotel); and

精致无限欢畅酒吧服务(即由 Club Med 精致一价全包度假村指定的吧台饮品及小食美点，但不包括香槟及特定品牌酒类及饮料，具体按 Club Med 精致一价全包度假村现场公布为准)；以及

- (4) All activities and coaching courses as set out in the Confirmation Letter (arranged by the Club Med Premium Hotel on a unified basis and subject to changes depending on the weather).

确认函列明所包含的各项活动及教练指导课程（由 Club Med 精致一价全包度假村统一安排并可能根据天气等原因进行调整）；

Club Med Joyview Hotel:

Club Med Joyview 酒店:

Hotel Price for a booking of bed and breakfast service only includes accommodation and breakfast.

预订房间及早餐服务的酒店费用仅包括住宿和早餐。

Hotel Price for a booking of all-inclusive package service includes:

预订全包式套餐服务的度假村费用包括:

- (1) Accommodation on twin share basis, in principle. Children under 12 years may be required to share a room with their parents;

原则上两人一房形式的住宿。但 12 岁以下的儿童将有可能被要求同父母同住;

- (2) Three meals a day in the Resort with beer provided for lunch and dinner (scheduled by Club Med Joyview Resort and subject to change, Club Med Joyview Resort is entitled to stop or cancel to serve any alcoholic drink at any time due to health and safety or other reasons in its sole discretion);

度假村一日三餐包括中餐和晚餐供应的啤酒 (由 Club Med Joyview 度假村安排并可做调整, 且 Club Med Joyview 度假村有权在任何时间基于健康安全或其他因素自行决定停止或取消提供酒精类饮品);

- (3) All-day exquisite bar and snacking service at designated Resort bars (excludes champagne and certain liquors and beverages of particular brands, details of which shall be subject to the standards published on site in the Resort); and

精致无限欢畅酒吧服务(即由度假村指定的吧台饮品及小食美点, 但不包括香槟及特定品牌酒类及饮料, 具体按度假村现场公布为准); 以及

- (4) All activities and coaching courses as set out in the Confirmation Letter (arranged by the Resort on a unified basis and subject to changes depending on the weather).

确认函列明所包含的各项活动及教练指导课程 (由度假村统一安排并可能根据天气等原因进行调整);

Unless otherwise expressly agreed, the above Hotel Price does not include any transportation service between the airport/quay/railway station to the Club Med Hotel.

除非另行明确约定，上述酒店费用不包括从机场、码头、火车站等地至 Club Med 酒店间的往返接送服务。

**3.2 For the avoidance of doubt, the above Hotel Price does not include the following items:**

为避免疑义，上述酒店费用均不包括下列项目：

- (1) **Round-trip transportation expenses of the Booking Guests between the place of departure to the Club Med Hotel, such as air tickets, railway tickets, ferryboat tickets, bus tickets or taxi fees.**

预订客户从出发地往返 Club Med 酒店的机票、火车票、船票、巴士或出租车票等交通费用；

- (2) **Costs for obtaining travel documentation, including passports, visas and vaccination certificates;**

办理护照、入境签证、防疫注射证明书等相关旅行证件的费用；

- (3) **Excess baggage charges;**

超重行李费用；

- (4) **Personal expenses;**

私人消费；

- (5) **Extra charges for activities not included in the Confirmation Letter, such as liquors and beverages of particular brands at the Club Med Hotel bar, optional tours outside the Club Med Hotel as chosen by the Booking Guests themselves; personal purchases at boutiques in the Club Med Hotel; laundry, room service and other personal consumption items not specified in the Confirmation Letter;**

不包含在确认函中的额外项目的收费，例如，Club Med 酒店中吧台特定品牌的酒类及饮料消费、预订客户个人选择预订的 Club Med 酒店外的旅游行程、预订客户个人于 Club Med 酒店内精品店内消费、洗衣费及确认函内未注明之餐饮及个人消费项目；

和

- (6) **Extra charges for customized services not included in the Confirmation Letter.**

不包含在确认函中的额外的个性化服务项目。

In addition to the above, the Booking Guest shall, at his own expense, prepare

the following travel documents (as necessary):

除以上所述, 预订客户还应自担费用准备出行所需的下列文件 (视具体情况而定):

- (1) Valid identification card (applicable to Chinese Booking Guests)  
有效身份证 (适用中国籍预订客户)
- (2) Valid passport (with at least six (6) months remaining) and valid travel permit for exit (applicable to non-Chinese Booking Guests);  
有效护照及出境证明 (护照有效期 6 个月以上) (适用非中国籍预订客户);
- (3) Valid visa where required depending on citizenship;  
视国籍而定的入境签证;
- (4) Vaccination certificate; and  
防疫注射证明; 和
- (5) For children who will attend Children's Club activities, a health certificate issued by a practicing physician of the place where the child is from.  
参加儿童俱乐部的儿童由所在城市执业医师出具的身体健康检查证明。

- 3.3** The Booking Guests shall pay the Hotel Price timely in a lump sum according to the booking procedures on the Hotel-booking Company's Chinese official website or as informed by the service hotline. The reservation will take effect when the Hotel-booking Company receives the payment in full and sends the Confirmation Letter. **If the Booking Guests do not pay the Hotel Price within the prescribed time limit, their reservations will be deemed as canceled.**

预订客户应于根据酒店公司中国官方网站或致电酒店公司服务热线告知的预订流程及时地一次性支付所预订的 Club Med 酒店的酒店费用, 预订在酒店公司收到全部付款并发出确认函后生效。 **如果预订客户未能在规定的时间内支付酒店费用, 预订客户将被视为已取消预订。**

- 3.4** **In any of the following circumstances, the following rules regarding the Hotel Price paid by the Booking Guests apply:**

**预订客户所支付酒店费用在出现下列各类情形时适用以下规定:**

- (1) **The Hotel-booking Company will not refund any of the Hotel Price**

**for any accommodation services at the Club Med Hotel, entertainment or other services, referred to in the Confirmation Letter that the Booking Guests did not use for their personal reasons.**

因预订客户个人原因而未使用的任何 Club Med 酒店食宿、娱乐休闲及其他服务安排或确认函所述其他各项服务的，该等未使用的服务所对应的费用将不予退还。

- (2) **Any extra charges resulting from the Booking Guest's late arrival or premature departure for any reasons not attributable to the Hotel-booking Company shall be solely borne by the Booking Guests.**

因非可归责于酒店公司的任何理由导致预订客户迟到或早退所产生之额外费用将由预订客户自行承担。

- (3) **If the Booking Guests do not abide by national laws and regulations or the applicable rules published in the Club Med Hotel, and thereby interfere with group activities or disturb others, they shall be deemed to have violated the law or the rules, the Hotel-booking Company has the right to request the Booking Guests to leave the Club Med Hotel and no refund will be made for any unused services.**

如因预订客户不遵守国家法律法规或 Club Med 酒店内所公布适用的各项规章而有碍团体活动或打扰他人，属于违约行为，酒店公司及 Club Med 酒店有权要求预订客户离开 Club Med 酒店，其未使用的服务的费用等将不予退还。

#### ARTICLE 4 HOTEL-BOOKING COMPANY'S RIGHTS AND OBLIGATIONS

##### 第4条 酒店公司的权利和义务

##### 4.1 **The Hotel-booking Company has the following rights under this Contract to:**

酒店公司在本合同项下享有以下权利:

- (1) Decide whether to accept the reservation of the Club Med Hotel by the Booking Guests according to the Booking Guests' physical conditions and other factors;

根据预订客户的身体健康状况及相关条件决定是否接受预订客户对 Club Med 酒店的预订;

- (2) Review and verify the information and materials provided by the Booking Guests;

核实预订客户提供的相关信息资料;

- (3) Collect the full amount of the Hotel Price from the Booking Guests in accordance with the provisions of this Contract;

按照本合同约定向预订客户收取全额酒店费用；

- (4) Take emergency rescue measures and request the Booking Guests' cooperation in any emergency;

发生紧急情况时，可以采取紧急避险措施并要求预订客户配合；

- (5) Refuse any unreasonable request of the Booking Guests beyond the provisions of this Contract; and

拒绝预订客户提出的超出本合同约定的不合理要求；和

- (6) Exercise any other rights given to the Hotel-booking Company by this Contract and laws and regulations.

本合同及适用法律法规规定酒店公司应享有的其他权利。

#### **4.2 The Hotel-booking Company shall assume the following obligations:**

##### **酒店公司在本合同项下承担以下义务:**

- (1) Complete the reservation in accordance with the terms and standards stipulated hereunder and the Confirmation Letter, except where the Hotel-booking Company cancels, changes or adjusts the check-in date, program, facility or activities due to a Force Majeure or Unexpected Event, such as a change in law, changes of weather or other uncontrollable event, provided that a notice of such change is served in advance;

按照本合同和确认函约定的内容和标准为预订客户预订 Club Med 酒店，但依据当地法律变更、气候状况、或其它非所能控制之不可抗力或意外事件等因素在预先通知的前提下对相关酒店入住日期、特定节目、运动设施或活动予以撤销、更改、或修正的情况除外；

- (2) Notify the Booking Guests of the specific issues before the Booking Guests' departure. Such specific issues include, but are not limited to, important local regulations, customs and habits; safety and rescue measures and emergency contact information;

在预订客户出发前如实告知有关具体事项，具体事项包括但不限于所到目的地的重要规定、风俗习惯，安全避险措施，应急联络方式等；

- (3) Take good care of all identification certificates (if applicable) submitted by the Booking Guests and keep the Booking Guests' personal

information confidential;

妥善保管预订客户提交的各种证件（若适用），依法对预订客户的个人信息保密；

- (4) Notify the Booking Guests truthfully and give the Booking Guests explicit warning as to any matters that might harm the Booking Guests' personal safety or property, as well as any issues to which attention should be paid; and adopt reasonable and necessary measures to prevent the occurrence of any danger. If there is any harm or damage to the Booking Guests' personal safety or property, the Hotel-booking Company shall adopt reasonable and necessary protection and rescue measures to mitigate any amplification of the losses to the Booking Guests' personal safety or property; and

对可能危及预订客户人身、财产安全的事项和须注意的问题，向预订客户做出真实的说明和明确的警示，并采取合理必要措施防止危害发生。预订客户人身、财产权益受到损害时，应当采取合理必要的保护和救助措施，避免预订客户人身、财产权益损失扩大；和

- (5) Other obligations assigned to the Hotel-booking Company by this Contract and laws and regulations.

本合同及适用法律法规规定酒店公司应对预订客户承担的其他义务。

## **ARTICLE 5 BOOKING GUESTS' RIGHTS AND OBLIGATIONS**

### **第5条 预订客户的权利和义务**

#### **5.1 The Booking Guests have the following rights under this Contract to:**

预订客户在本合同项下享有以下权利:

- (1) Request the Hotel-booking Company to provide services in accordance with this Contract and the Confirmation Letter;

要求酒店公司按照本合同和确认函的约定提供 Club Med 酒店的预订服务；

- (2) Request the Hotel-booking Company to issue official invoice after check-out;

可以在入住结束后要求酒店公司开具发票；

- (3) Lodge a complaint with the relevant authorities or administration for industry and commerce if his legal rights and interests are infringed, or request the Hotel-booking Company to assist with his claims; and



在合法权益受到损害时可向相关部门投诉或者要求酒店公司协助索赔；和

- (4) Exercise any other rights of the Booking Guests as stipulated in this Contract and other relevant laws and regulations.

本合同和其他有关法律法规规定预订客户应享有的其他权利。

## **5.2 The Booking Guests shall assume the following obligations:**

### **预订客户在本合同项下承担以下义务:**

- (1) Abide by the rules of the Club Med Hotel and local regulations, and comply with the lawful and reasonable instructions and directions implemented within the Club Med Hotel for various activities. The Club Med Hotel may refuse the entry of and request the departure of any Booking Guests from the Hotel for any significant violation of the rules, regulations, directions and instructions, as well as for non-payment, intoxication, breaches of the law, inappropriate behavior or activities, or disturbance or nuisance to Club Med Hotel facilities or other Booking Guests;

预订客户应遵守 Club Med 酒店的规定及当地法规，听从酒店内就各项活动所实施的合法合理的指导规范。若有任何重大违反规定的行为、拒绝付款、吸食毒品、从事违法或不正当行为或活动、或威胁 Club Med 酒店内建筑设施及其他预订客户安全的行为，Club Med 酒店有权拒绝该预订客户进入酒店或立即要求该预订客户离开酒店；

- (2) Pay the Hotel Price according to the provisions of this Contract;

按照本合同约定支付酒店费用；

- (3) Handle formalities of applying for travel permit for exit, passport, visa and vaccination certificates (as the case may be). The Hotel-booking Company is not responsible in the event a Booking Guest is denied boarding or entry or incurs expenses due to failure to procure any of the above travel documents;

办理出境证明、护照，入境签证及接种证明书（视具体情况而定）等，酒店公司对因未取得上述文件而未能登机或入境以及因而发生的费用不承担任何责任；

- (4) Truthfully provide a Booking Guest's personal information and is responsible for the truthfulness of the information provided, and shall answer truthfully any question the Hotel-booking Company staff may have regarding his physical condition for purposes of the Hotel activities. The contact number provided by the Booking Guests must be one

frequently used that is reachable in due time;

如实提供预订客户的个人信息，并对所提供的信息的真实性承担责任；预订客户应如实告知酒店公司工作人员询问的与酒店内活动相关的个人健康信息，所提供的联系方式须是经常使用或者能够及时联系到的；

- (5) Obey the management and instructions of the Club Med Hotel staff. In the case of an Unexpected Event, he shall adopt measures to mitigate losses;

配合 Club Med 酒店工作人员的统一管理和指引，在发生突发事件时，采取措施防止损失扩大；

- (6) Not bring any pet or animal to the Club Med Hotel, and take care of his own belongings properly;

不携带任何宠物及动物进入 Club Med 酒店内，妥善保管个人行李物品；

- (7) Settle any dispute arising during the stay at the Club Med Hotel through consultation based on the principle of equality, and adopt appropriate measures to mitigate losses. A Booking Guest shall refrain from any behavior that affects the normal operation of Club Med Hotel or the legitimate rights and interests of other Booking Guests;

若在入住 Club Med 酒店期间发生纠纷，应当本着平等协商的原则解决，采取适当措施防止损失的扩大，不采取影响 Club Med 酒店正常经营和其他预订客户合法权益的行为；

- (8) Choose activities suitable for his physical condition and within the scope of risk controllable by him. A Booking Guest is accountable for his own safety;

应当在适合自己身体健康条件且自己能够控制风险的范围内选择活动项目，并对自己的安全负责；

- (9) Provide legal and valid evidence when requesting the Hotel-booking Company to assist in his claim for compensation if and to the extent his lawful rights and interests are damaged;

在合法权益受到损害要求酒店公司协助索赔时，提供合法有效的凭据；

- (10) Obey the check-in policies of Club Med Hotel, including but not limited to that people under the age of 18 shall not check in Club Med Hotel alone; and

遵守度假村的入住政策,包括但不限于 18 周岁以下的人员不得单独入住度假村; 以及

- (11) Other obligations assigned to the Booking Guests by this Contract and laws and regulations.

本合同及适用法律法规规定预订客户应承担的其他义务。

## ARTICLE 6 AMENDMENT TO AND TERMINATION OF THE CONTRACT

### 第6条 合同的变更和解除

- 6.1 The Hotel-booking Company and Booking Guests may, through consultation, agree to amend the terms of this Contract. Any amendment must be made in writing and signed by both Parties (or other forms agreed and confirmed by both parties). **Any increase to the Hotel Price and any losses caused to the other Party by any revision must be borne by the Party requesting the revision. Should the Hotel Price be reduced, the Hotel-booking Company will refund the amount reduced to the Booking Guest, provided that the provisions hereunder are complied with.** Despite the foregoing, **any change shall be subject to the “Cancellation and Change Policy and Terms”, as made and amended by the Hotel-booking Company from time to time.**

酒店公司与预订客户协商一致,可以变更本合同约定的内容,但应当以书面形式由双方签字确认(或以双方一致认可的其他形式由双方确认)。因该等变更所增加的酒店费用及给对方造成的损失,由变更提出方承担;由此减少的酒店费用,在符合本合同相关规定的情况下,将由酒店公司退还给预订客户。尽管有前述约定,任何变更应以酒店公司不时制定、修改并公布的《取消及变更政策及条款》为准。

- 6.2 If a Force Majeure or Unexpected Event occurs after the Booking Guests' check-in, as a result of which this Contract cannot be performed, the Hotel-booking Company may, upon the Booking Guests' consent, amend the relevant provisions of the Contract. If the Booking Guest's consent cannot be obtained due to an emergency, or if it is otherwise impossible to obtain his consent, the Hotel-booking Company may decide to revise the terms of the Contract for the safety of the Booking Guests or to prevent further loss, provided that it provides sufficient documents supporting its decision.

预订客户入住后,若因不可抗力或意外事件导致无法继续履行本合同的,酒店公司可以在征得预订客户同意后对相应内容予以变更,因情况紧急无法征求意见或者经征求意见无法得到预订客户同意时,除非预订客户明确要求解除本合同,酒店公司为了预订客户的人身安全或避免损失扩大可以决定内容的变更,但应当就作出的决定提供必要的证明。

- 6.3 In the event of any Force Majeure or Unexpected Event, (1) if and to the extent that the Booking Guests' personal safety and property are in danger, the Hotel-

booking Company shall take appropriate safety measures. (2) if the Booking Guests are overstayed, the Hotel-booking Company shall provide accommodation, and the Booking Guests shall bear any additional accommodation fees and the expenses for return trip from the Club Med Hotel thus caused.

发生不可抗力或意外事件时，（1）若出现危及预订客户人身、财产安全的情况，酒店公司应当采取相应的安全措施；（2）若造成预订客户滞留的，酒店公司应当采取相应的安置措施，因此增加的食宿费用及由 Club Med 酒店返程的费用，由预订客户承担。

- 6.4** Upon the Hotel-booking Company's written consent, a Booking Guest may assign his rights and obligations hereunder to any third person who meets the conditions for travel. The Booking Guest shall bear any increase to costs.

经酒店公司书面同意，预订客户可以将其在合同中的权利和义务转让给符合出行条件的第三人，因此增加的费用由预订客户承担。

- 6.5** If the Hotel-booking Company fails to provide services as agreed herein due to any reason other than occurrence of Force Majeure or an Unexpected Event, which leads to the cancellation of some activities, cuts of vacation time, or lowering of service standards, the Hotel-booking Company must make remedy. If it does not take remedial actions or takes insufficient remedial actions and the Booking Guest cannot recover his losses, it shall assume its compensation liability accordingly.

如酒店公司非因不可抗力或意外事件原因未按合同约定提供服务，造成项目减少、行程时间缩短或者标准降低的，应当采取措施予以补救，未采取补救措施或者已采取补救措施但不足以弥补预订客户损失的，应当承担相应的赔偿责任。

- 6.6** **The Booking Guests may terminate this Contract before the agreed check-out date. However, considering the inseparability of the Reservation Product hereunder, such early termination will not reduce the costs and expenses incurred for providing such Product. Therefore, under such circumstances, the Booking Guests acknowledge and agree that the Hotel-booking Company has no obligation to refund any part of the Hotel Price. This clause does not prejudice the Booking Guests' rights to require the Hotel-booking Company to assume its liabilities in accordance with this Contract or laws in the event that the Contract is terminated due to any breach of the Contract on the part of the Hotel-booking Company.**

预订客户在协议退房日前可以解除本合同，但由于本合同项下的预订产品的不可分割性，即使中途终止消费也无法减少提供该预订产品的费用和成本支出，因此在此情况下，预订客户理解并同意酒店公司无需退回任何部分的酒店费用。但本条规定并不影响预订客户因酒店公司违约而

解除本合同的情况下，根据本合同或适用法律的有关规定要求酒店公司承担相应责任的权利。

**6.7 After the Booking Guests' check-in, the Hotel-booking Company may terminate this Contract if a Booking Guest is found to be under any of the following circumstances:**

预订客户入住后，若预订客户有下列情形之一的，酒店公司可以解除本合同：

- (1) He has an infectious disease and is potentially jeopardizing the health and safety of other Booking Guests;

患有传染病等疾病，可能危害其他预订客户健康和安全的；

- (2) He carries any article endangering public security and refuses to hand it over to the relevant department;

携带危害公共安全的物品且不同意交有关部门处理的；

- (3) He conducts any illegal activity or activity that violates social morality;

从事违法或者违反社会公德的活动；

- (4) He carries out any activity that severely violates the rights and interests of other Booking Guests and refuses to follow instructions and continues the violation;

从事严重影响其他预订客户权益的活动，且不听劝阻、不能制止的；

- (5) He is under any other circumstance for which the Hotel-booking Company may terminate this Contract as provided by law.

适用法律规定的酒店公司可以解除酒店预订合同的其他情形。

**If the Hotel-booking Company terminates this Contract according to this Clause, considering the inseparability of the Reservation Product hereunder, such early termination will not reduce the costs and expenses incurred for providing such Product. Therefore, under such circumstances, the Booking Guests acknowledge and agree that the Hotel-booking Company has no obligation to refund any part of the Hotel Price. In addition, the Booking Guests shall assume compensation liabilities in accordance with law if the occurrence of any of the above circumstances causes loss to the Hotel-booking Company and/or other Booking Guests.**

若酒店公司根据本条规定解除本合同的，由于本合同项下的预订产品的不可分割性，即使中途终止消费也无法减少该提供该预订产品的费用和

成本支出，因此在此情况下，预订客户理解并同意酒店公司无需退回任何部分的酒店费用。除此之外，若预订客户发生上述情形给酒店公司和/或其他预订客户造成损失的，预订客户还应当依法承担赔偿责任。

## ARTICLE 7 CANCELLATION OF RESERVATION

### 第7条 已生效预订的取消

#### 7.1 The Booking Guests may cancel an effective reservation subject to the “Cancellation and Revision Policy and Terms”, as made, amended and published by the Hotel-booking Company from time to time.

预订客户取消已生效的预订应根据酒店公司不时制定、修改并公布的《取消及变更政策及条款》进行。

Notwithstanding the above, if any special promotional or discount rate applies to the reservation of Club Med Hotel, then its cancellation is subject to the specific terms and conditions on cancellation/revision for the special promotion or discount.

尽管有上述规定，如果预订客户是通过特别的优惠活动或特殊的促销活动预订的 Club Med 酒店，则取消将适用该等特别优惠活动或特殊促销活动项下的特别取消及变更政策。

#### 7.2 If for any reason attributable to the Hotel-booking Company, the Booking Guests' accommodations and stay at the Club Med Hotel must be cancelled, the Hotel-booking Company must notify the Booking Guests in advance and offer the Booking Guests similar accommodations and stay of equal value. If the Booking Guests choose not to accept such alternative arrangements proposed by the Hotel-booking Company, or fail to respond within seven (7) days after the Hotel-booking Company has duly notified the Booking Guests of the cancellation, the Hotel-booking Company shall refund the Booking Guests any Hotel Price already paid in the full amount and free of interest.

如果因酒店公司的原因取消预订客户在 Club Med 酒店内的入住，酒店公司须提前通知预订客户，并向预订客户提供同等价值的食宿安排。如果预订客户选择不接受酒店公司的安排，或者在酒店公司取消预订客户已预订的产品并发出正式通知 7 天内未给予回应，则预订客户已支付的酒店费用将被全数无息退回。

If after the Booking Guests have fully paid the Hotel Price for the Club Med Hotel in accordance with this Contract, the Hotel-booking Company proposes to cancel the reservation seven (7) (inclusive) days before the reserved date of arrival due to any reason other than Force Majeure or Unexpected Event not attributable to the Hotel-booking Company, and if the Booking Guests refuse

to accept alternative arrangements for accommodation and stay, the Hotel-booking Company shall pay the Booking Guests compensation, calculated as follows, in addition to the Hotel Price refund, in the full amount and free of interest:

在预订客户根据本合同规定付清 Club Med 酒店的酒店费用后，如果非因不可抗力或意外事件等不可归责于酒店公司的原因，酒店公司于预订入住日前 7 日以内（含 7 日）提出取消且预订客户不接受其他食宿安排的，除将向预订客户无息退还全额酒店费用，还将按照下列标准支付补偿金：

- (1) **Notice of cancellation four (4) to seven (7) days before the reserved date for check-in: Ten percent (10%) of Hotel Price;**

预订入住日前 7 日至 4 日取消，支付相当于酒店费用百分之十(10%)的补偿金；

- (2) **Notice of cancellation one (1) to three (3) days before the reserved date for check-in: Fifteen percent (15%) of Hotel Price;**

预订入住日前 3 日至 1 日取消，支付相当于酒店费用百分之十五(15%)的补偿金；

- (3) **Notice of cancellation on the reserved date for check-in: Twenty percent (20%) of Hotel Price.**

预订入住日当日取消，支付相当于酒店费百分之二十(20%)的补偿金。

**For the avoidance of doubt, if the Hotel-booking Company notifies a Booking Guest of any cancellation of his reservation more than seven (7) (exclusive) days before the reserved date for check-in and the Booking Guest does not accept alternative arrangements for accommodation and stay, the Hotel-booking Company shall refund the Booking Guest the Hotel Price in full, free of interest, and is not obliged to pay any compensation.**

为避免歧义，若酒店公司于预订入住日前提前 7 日以上（不含 7 日）提出取消且预订客户不接受其他食宿安排的，酒店公司将只向预订客户无息退还全额酒店费用，无需支付任何补偿金。

- 7.3 If the performance of this Contract becomes impossible before the Booking Guests' check-in due to the occurrence of Force Majeure or an Unexpected Event, the Parties may postpone the stay upon mutual agreement. If the stay cannot be postponed or the Parties fail to reach an agreement on the postponement, either Party may terminate this Contract in accordance with the law. The Hotel-booking Company shall refund the Booking Guests the Hotel Price in full and free of interest, however, the Hotel-booking Company is entitled to deduct any travel expenses already incurred.

在预订客户入住前若遇到不可抗力或者意外事件导致本合同无法履行的，双方经协商可以延期入住。若无法延期或双方无法就延期达成一致意见的，任何一方均可依法解除本合同，酒店公司应向预订客户无息退还全额酒店费用，但已发生的部分费用，酒店公司可以扣除。

## ARTILCE 8 LIABILITIES

### 第8条 责任

- 8.1 If the Hotel-booking Company, at its own discretion, suspends the reservation arrangements of accommodations services in breach of this Contract, it shall bear the necessary expenses for the Booking Guests to procure alternative accommodations, meals or other services of equal standard during the period when the services are suspended. The Hotel-booking Company shall also pay the Booking Guests an amount equal to **ten percent (10%)** of the total Hotel Price as a penalty; if the Booking Guests suffer any personal injury or property loss as a result of the suspension, the Hotel-booking Company is also liable for such losses.

若酒店公司违反本合同约定，擅自中止对预订客户提供住宿、用餐等预订安排的，应当负担预订客户在被中止服务期间所订的同等级别的住宿、用餐、服务等必要费用，并向预订客户支付酒店费用总额百分之十(10%)的违约金；如果因此给预订客户造成其他人身、财产损害的，还应当承担损害赔偿赔偿责任。

- 8.2 If the Booking Guests refuse to obey the instructions of the Hotel-booking Company or staff of the Club Med Hotel, affecting the normal operation of the Hotel-booking Company and the Club Med Hotel and thereby causing loss to the Hotel-booking Company or Club Med Hotel, the Booking Guests are liable for compensation. The Booking Guests also assume compensation liabilities in accordance with the law if they commit any activity that impairs the legitimate rights and interests of the Hotel-booking Company, the Club Med Hotel and their staff, or other Booking Guests during their stay at the Club Med Hotel or during the course of a dispute.



预订客户因不听从酒店公司及 Club Med 酒店工作人员的劝告而影响酒店公司及 Club Med 酒店正常工作，给酒店公司或 Club Med 酒店造成损失的，应当承担相应的赔偿责任。此外，预订客户在入住 Club Med 酒店期间或者在解决纠纷时，发生损害酒店公司、Club Med 酒店及其工作人员或者其他预订客户合法权益的其他行为，应依法承担赔偿责任。

- 8.3** The Hotel-booking Company is not liable for any personal injury or property loss caused to the Booking Guests during their stay at the Club Med Hotel due to any reason attributable to the Booking Guests themselves, any third party infringement, or any other reason not attributable to the Hotel-booking Company. However, if the personal injury or property loss is amplified because the Hotel-booking Company did not fulfill its obligation to provide assistance, the Hotel-booking Company shall compensate the Booking Guests for such amplified losses.

预订客户在入住 Club Med 酒店期间因自身原因或任何第三方侵害等不可归责于酒店公司的原因所遭受的人身伤害或财产损失，酒店公司对其不承担任何责任。但因酒店公司不履行协助义务致使预订客户人身、财产权益损失扩大的，酒店公司应当就扩大的损失承担赔偿责任。

- 8.4** If the Booking Guests suffer any loss from individual activities that are not set out in this Contract, the Booking Guests shall bear such loss himself. If a Booking Guest, through his own fault, causes any damage to the Hotel-booking Company, the Booking Guests shall compensate the Hotel-booking Company for the damage. **Should any dispute arise with the Hotel-booking Company, the Booking Guests shall take active measures to prevent further losses to the Club Med Hotel; otherwise, they shall assume liability for such further losses.**

预订客户超出本合同约定的内容进行个人活动所造成的损失，由其自行承担。由于预订客户的过错，使酒店公司遭受损害的，预订客户应当赔偿损失。**与酒店公司出现纠纷时，预订客户应当采取积极措施防止损失扩大，否则应当就扩大的损失承担责任。**

- 8.5** Sports and similar activities provided at the Club Med Hotel may involve risk of physical injury greater than those encountered in daily life. The Hotel-booking Company has made faithful explanations and explicit warnings about the possible risks of physical harm for each activity, and has also taken the precautionary measures required to circumvent dangers. Before taking part in any sport or similar activity, a Booking Guest shall first understand and judge at his own discretion if he is capable of taking part in such activity. The Booking Guest hereby undertakes that he will only participate in activities suitable for his health and physical conditions and capacity and is responsible for his own safety. **The Hotel-booking Company is not liable to compensate for any injury, illness, damage or loss of property, accident, expense, delay or other irregularity resulting from the Booking Guests' participation in any**

**activity or use of any of the facilities of the Hotel due to the Booking Guests' non-compliance with operation instructions or disrespect of warnings.**

由于 Club Med 酒店中的各类运动项目及类似性质之活动较日常生活更易引起身体伤害，酒店公司对于可能会对身体造成伤害之项目已经作出真实说明和明确的警示，并采取必要的措施防止危险的发生。预订客户参加活动时应先认知并自行判断是否有能力参加该活动，预订客户在此承诺仅参加适合自己身体健康状况和能力的活动项目并就此对自己的安全负责。酒店公司对预订客户在参加 Club Med 酒店范围内各项活动或使用各项设施时因违反操作指示或不听从警示而造成之伤害、疾病、财物之损害、遗失、意外灾害、开支、延误或其它不可预期的事件不承担赔偿责任。

- 8.6 If the Booking Guests take part in any activity or arrangement other than those arranged at the Club Med Hotel of their own accord, including stays, sightseeing, excursions, transfers, and air or other transportation outside of or not provided by the Club Med Hotel, as the Hotel-booking Company, its branches, agents or representatives have given sufficient explanation and warning in advance, **neither the Hotel-booking Company nor any of its branches, agents and representatives will be liable for any injury, illness, damage or loss of property, accident, expense, delay or other claim that may result from the Booking Guests' participation in the above-mentioned activities or arrangements on their own accord, whether caused by a defect of any vehicle, breakdown of equipment, strikes, theft, the negligence or default of any supplier of services. Neither the Hotel-booking Company nor any of its branches, agents and representatives will be liable for any cancellation of or change to the schedules not provided by the Hotel-booking Company or for any additional expense or loss of vacation time incurred by the Booking Guests resulting therefrom.**

如果预订客户在入住期间自行参加 Club Med 酒店以外的各项活动及安排，包括非 Club Med 酒店内之住宿、观光、旅游、接送及航空或其它交通运输，酒店公司及其分支机构、代理商、代表在事前已尽到必要的警示说明，因此对预订客户自行参加的上述行程安排中因车辆损坏、器材失灵、罢工、失窃、供应商之疏忽、错误或其它原因造成伤害、疾病、财物损害、遗失、意外灾害、开支、延误等情形不承担任何责任。同时对于因预订客户自行参加的上述安排事项所引起的取消或更改时间编排、额外开支或假期损失，也不承担任何责任。

- 8.7 **If any personal injury or property loss is caused to the Booking Guests by public transportation operators, the public transport operators shall assume the compensation liabilities in accordance with the law, and the Hotel-booking Company shall assist the Booking Guests in claiming for compensation against the public transportation operators.**

若由于公共交通经营者的原因造成预订客户人身损害、财产损失的，应

由公共交通经营者依法承担赔偿责任，酒店公司将协助预订客户向有关公共交通经营者索赔。

- 8.8 If the Contract is not performed or performed not as agreed due to any reason attributable to the Booking Guests, the Hotel-booking Company shall assume no responsibility as prescribed by law.**

由于预订客户自身原因导致本合同不能履行或者不能按照约定履行的，酒店公司依法不承担责任。

- 8.9 The Booking Guests may claim for compensation from the Hotel-booking Company in accordance with this Contract. Claims must be made in writing no later than thirty (30) days after the Booking Guests' check-out. If no claim is made within thirty (30) days, the Booking Guests are deemed to have no dispute with respect to the performance of this Contract hereof.**

预订客户根据本合同约定可向酒店公司提出赔偿的申请（若有）须以书面方式在预订客户退房后三十日内向酒店公司递交。若未在上述期间提交，则视为预订客户对本合同的履行不存在任何异议。

## **ARTICLE 9 HOTEL-BOOKING COMPANY'S LIABILITY INSURANCE AND PERSONAL TRAVEL INSURANCE**

### **第9条 酒店公司责任保险和个人旅游保险**

- 9.1** The Hotel-booking Company has subscribed travel insurance in accordance with the law. It covers the compensation liability that the Hotel-booking Company is required to assume for personal injury or property loss caused to the Booking Guests due to negligence or fault on the part of the Hotel-booking Company, as well as for the occurrence of Unexpected Events when accepting the Booking Guests' check-in.

酒店公司已经依法投保了责任保险，该保险适用于酒店公司在接受预订客户入住时因疏忽或过失以及发生意外事故造成预订客户人身伤亡、财产损失而对预订客户承担的赔偿责任。

- 9.2** The Hotel Price does not include any travel insurance. To mitigate losses or damage sustained by the Booking Guests because of an act of God or other irregular risks, the Hotel-booking Company reminds the Booking Guests to purchase Personal Travel Insurance according to their personal conditions and needs.

酒店费用不包含任何旅行保险。为减少自然灾害等意外风险给预订客户带来的损害，酒店公司提示预订客户，可针对个人情况和需要选择购买个人旅游意外保险。

## **ARTICLE 10 PERSONAL DATA PROTECTION**

## **第10条 个人数据保护**

Under this Agreement, the Hotel-booking Company will collect the personal data of the Booking Guests in order to perform its obligations to the Booking Guests, manage the booking and accommodation requests, manage the services of the Hotel-booking Company and manage the guest relationships. Such personal data will be used only for the abovementioned purposes and will be kept strictly confidential. The process of such personal data must strictly follow relevant laws and regulations. In addition, the Hotel-booking Company will take appropriate technical and organizational measures to protect such personal data from unauthorized or accidental damage, accidental alteration or loss, and unauthorized access or disclosure.

本合同项下，为了履行酒店公司对预订客户的义务，管理预订和住宿请求，管理酒店公司服务，管理酒店公司客户关系等目的，酒店公司将会收集预订客户的个人数据，该等个人数据将只用于上述目的，且酒店公司将对该等个人数据严格保密。酒店公司对该等个人数据的使用将严格适用相关法律法规的规定。此外，酒店公司将根据适用的法律规定，采取相应的技术措施和组织措施，保护该等个人数据不被非法或意外破坏、意外变更或丢失以及在未经授权的情况下被访问或公开。

## **ARTICLE11 APPLICABLE LAW**

### **第11条 适用法律**

This Contract is governed by the laws of the People's Republic of China.

本合同适用中华人民共和国法律。

## **ARTICLE12 SETTLEMENT OF DISPUTES**

### **第12条 争议解决**

All disputes arising out of or in connection with this Contract must first be settled through friendly consultation between the Hotel-booking Company and Booking Guests. If a dispute cannot be resolved through friendly consultation, the Parties agree to submit the dispute to the Shanghai International Arbitration Center ("SHIAC") for settlement through arbitration in accordance with its arbitration rules then in force. The summary procedure will be applied and the arbitral tribunal will be presided over by a sole arbitrator. The arbitral proceeding will be held in Shanghai, and the arbitral award is final and binding on both Parties.

凡因本合同引起的或与本合同有关的任何争议，首先应由酒店公司与预订客户友好协商解决。协商不成的，双方同意将该等争议提交上海国际仲裁中心 (SHIAC)，由其按照届时有有效的仲裁规则通过仲裁解决。仲裁适用简易仲裁程序并由独任仲裁庭审理，仲裁地点为上海。仲裁裁决为终局裁决，对双方均具有约束力。

## **ARTICLE13 MISCELLANEOUS**

### 第13条 其他

- 13.1 Booking Guests confirm that they have carefully read through all clauses of this Contract, as well as the Confirmation Letter, before signing this Contract; that they have attentively listened to the detailed explanation provided by the Hotel-booking Company of each clause of this Contract; that they fully understand the agreements set out hereunder; and that the execution of this Contract is a reflection of their true will.

预订客户确认，认真阅读本合同各个条款以及确认函，并仔细听取酒店公司对本合同各条款的详细说明，对本合同的各项约定有充分的理解，同意接受本合同是其真实意思表示。

- 13.2 Booking Guests and the Hotel-booking Company may mutually agree upon any matter not covered under this Contract through supplementary clauses to this Contract.

未尽事宜，经预订客户和酒店公司双方协商一致，可以另行达成补充条款。