

# PRE-CONTRACTUAL INFORMATION

## Standard information form for package travel contracts

The combination of travel services that is offered is a package in accordance with Directive (EU) 2015/2302. The inclusions are the accommodation, three meals a day (breakfast, lunch and dinner), and all the activities included as per our website: [www.clubmed.co.uk](http://www.clubmed.co.uk). You will therefore benefit from all the rights granted by the European Union applicable to travel packages. CLUB MED® and, where applicable, the retailer, will be fully responsible for the proper performance of the travel package as a whole. In addition, as required by law, CLUB MED® and, where applicable the retailer, have protection to refund your payments and, if transport is included in the package, to ensure your repatriation should it become insolvent.

Essential rights under Directive (EU) 2015/2302:

Travellers will receive all essential information about the package before signing the travel package contract.

The organiser and the retailer are responsible for the proper performance of all travel services included in the contract.

Travellers will be given an emergency telephone number or the details of a point of contact to enable them to contact the organiser or the retailer.

Travellers may transfer their package to another person, provided reasonable notice is given, subject to any additional charges.

The price of the package can only be increased if specific costs increase (such as cost of fuel or other power sources, third-party taxes or fee increases and exchanged rates) and if that contingency is expressly provided for in the contract, and cannot in any case be changed less than twenty days before the start of the package. If the price increase exceeds 8% of the package price, the traveller may terminate the contract. Although the organiser reserves the right to increase the price, the traveller is entitled to a price reduction in the event of a reduction in the corresponding costs.

Travellers can terminate the contract without paying a cancellation fee and be fully reimbursed for payments made if one of the essential elements of the package, other than the price, changes substantially. If, before the start of the package, the professional responsible for the package cancels it, travellers may obtain a refund and compensation, if applicable.

Travellers can terminate the contract without paying a cancellation fee before the start of the package in exceptional circumstances, for example if there are serious security issues at the destination which are likely to affect the package. The traveller shall be entitled to a full refund (with no additional compensation).

In addition, travellers can, at any time before the start of the package, terminate the contract by paying the appropriate and justifiable cancellation fees.

## Performance

Club Med® is responsible for the performance of the travel services in the contract.

If any of the travel services are not performed in accordance with the contract Club Med® shall remedy the lack of conformity, unless that is impossible or if the costs are disproportionate.

Where a significant proportion of the travel services cannot be provided as agreed, Club Med® shall offer suitable alternative arrangements of equivalent or higher quality at no extra cost.

The traveller may terminate the contract without paying a cancellation fee if a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it.

Travellers are also entitled to a price reduction and/or compensation for the non-performance or improper performance of the travel services.

The organiser or retailer must provide assistance if the traveller is in difficulty.

If the organiser or the retailer becomes insolvent, the amounts paid will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, the repatriation of travellers is guaranteed.

CLUB MED® has taken out insolvency protection with the APST. Travellers can contact that organisation (APST Financial Guarantee, 15, avenue Carnot F-75017 Paris, [info@apst.travel](mailto:info@apst.travel), +33 (0)1 44 09 25 35) if they are denied services due to CLUB MED® being insolvent.

**NB:** In case of a sale by a retailer (approved travel agency or franchised travel agency), its contact details, as well as those of the organisation with which it has taken out insolvency protection (financial guarantee), are provided on the sales contract.

## Additional contractual information provided by Club Med®

- "The traveller is obliged to communicate to Club Med<sup>®</sup>, as soon as possible and using the form available in the village, any nonconformity observed during the performance of the trip or stay".
- In case of difficulty, the traveller can contact the local Club Med<sup>®</sup> representative using the contact details shown in the Travel section of the sales Contract.
- The traveller may, after giving Club Med at least 7 days' notice before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to the contract.. The transfer must be notified by the transferor by any means allowing acknowledgement of receipt.
- Any complaints should be sent to Club Med<sup>®</sup> through the Contact section of the website <http://www.clubmed.co.uk>

Without any satisfactory response within 60 days, the traveller can contact the Tourism Mediator ABTA, and further details can be found at [www.abta.com](http://www.abta.com).

## GENERAL TERMS AND CONDITIONS OF SALE

The terms and conditions for conducting activities related to the organisation and sale of travel or tour packages are governed by the Directive (EU) 2015/2302.

### INTRODUCTION

These General Terms and Conditions of Sale are intended to apply to all services offered on the website <https://www.clubmed.co.uk>. They define the terms and conditions of purchase of the services in physical outlets (Travel Agency, etc.), on the Internet and by telephone for stays in our Holiday Villages, which are hereinafter referred to as "Resorts". They are specifically supplemented or modified, if necessary, by the specific terms and conditions of sale, particularly for Cruises by Club Med<sup>®</sup> and Discovery Tours by Club Med<sup>®</sup>. The content of the website, as well as these General Terms and Conditions of Sale, are intended to inform travellers and Club Med<sup>®</sup> customers (hereinafter referred to as "G.M<sup>®</sup>" or "*Great Member(s)*<sup>®</sup>"), prior to the signing of their sales contracts ("Contract"), of the content of the proposed services relating to transport and the stay (including accommodation, leisure and sport activities), the terms of cancellation or amendment of the Contract, as well as border crossing conditions.

For more information on the prices, terms of payment or services offered by Club Med<sup>®</sup> (including the dates of availability of services at extra cost, which can only be offered on certain dates and/or depending on the season [Summer or Winter]), please refer to the website: <https://www.clubmed.co.uk>.

Club Med<sup>®</sup> expressly reserves the right to make changes to the information on the website <https://www.clubmed.co.uk> (price, transportation and holiday services content, accommodation conditions, promotional offers, and à la carte activities /with supplement), especially through erratum available in Travel Agencies and on the website <https://www.clubmed.co.uk>. Club Med<sup>®</sup> also reserves this right for the information published on its websites. In this case, the descriptions and/or the programmes for the Packages shall be updated on the websites.

Your contract is with Club Med SAS (UK Branch) Connect House, 133-137 Alexandra Road, London SW19 7JY, [clubmed.co.uk](http://clubmed.co.uk), Tour Operator). The ABTA membership number is V6608 as Club Med<sup>®</sup> is a member of ABTA under ATOL number 1020 and we provide full financial protection for your monies. When you buy an ATOL protected air holiday package from us, you will receive a confirmation invoice(or via our authorized agent through which you booked) confirming your arrangements and an ATOL Certificate. When you buy an ATOL protected air holiday package you will incur a £2.50 fee per person. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In the unlikely event of insolvency, where neither we nor our suppliers are able to do so, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances, the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have

claimed under the ATOL scheme. If you book arrangements other than an air Package holiday from the website and/or online, your money is protected by way of a bond held by ABTA. For further information, see [www.atol.org.uk](http://www.atol.org.uk) and [www.abta.com](http://www.abta.com). This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

## BEFORE YOUR DEPARTURE

### 1. Your Club Med® Package

Club Med® offers various packages (hereinafter “Package(s)”) for which stays in a Resort, Villa or Apartment-Chalet (whether combined with an excursion or with another Resort), Cruises aboard the Club Med 2, Tours are available. Those Packages can be offered with or without transport. In the latter case, stays are then referred to as a “Package without transport”.

Inclusions commence from 3pm on the day of arrival and cease at 10am on the day of departure for all clients no matter the package option.

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

The Packages include, for the duration of the chosen stay (it being specified that the duration of the Package with transport includes transport and transfer times): (I) full board (breakfast, lunch, dinner, open bar and snacking (top shelf beverages are not included) excluding à la carte/chargeable meals/drinks indicated as such on site (II) the sports activities included in the basic Package (see the Resorts pages for more information) (III) ski lifts\* (from 4 years old, in winter in all winter sports resorts, except for non-skier and non-hiker Packages) (IV) when offered in the Resort, Club Med Baby Welcome® (subject to registration prior to booking, as the number of spaces is limited), Mini Club Med®, Junior Club Med® and Club Med Passworld® (V) daytime and evening entertainment, (VI) free use of all the Resort facilities and sports equipment (except snow equipment) and services of trained instructors as provided by the Resort operator; certain sports activities may be extra, (VII) service taxes at the resort (tipping at a Resort is not permitted), (VIII) ski helmet for children under 12 years old.

\*For short stay packages (between 2 and 4 days), the lift pass will be included from the day of arrival to the day of departure. For long stay packages, the lift pass will be included from the day after arrival to the day before departure.

The Villa and Apartment-Chalet Packages include, in addition to the specific services for the stay in the Villa/Apartment-Chalet the aforementioned services within the adjoining Resort. Each of these Packages is a single, indivisible product, the content of which is specified in more detail on the website <https://www.clubmed.co.uk>. All packages are subject to availability.

The services and food/drinks shown as being “with supplement”, “à la carte” or payable on the website <https://www.clubmed.co.uk>, or on site in the Resort are not part of the price of the Package.

In any case, the with supplement/à la carte services are optional and subject to availability. Certain services (such as coaching structures and sports activities) are only offered on certain dates (for example only during school holidays in France [excluding overseas territories] or on the contrary, outside of school holiday periods). The precise dates of the services are available in the Travel Agencies, on the websites <https://www.clubmed.co.uk>, or you can give us a call in our London Office for more information at the following number: +44 (0)8453 67 67 67.

Some elements are not included in your Club Med® holiday, as follows:

- The costs of airfares, including all respective taxes and fuel levies should accommodation only be booked.
- Transfers to and from the clients home and airport.
- Ski / snowboard equipment hire is at extra cost and varies depending on skier or snowboarder ability.
- Ski clothing (water proof / weather proof) and gear (including goggles & boots) are neither included nor available to hire at the resorts.
- Certain à la carte dishes and premium beverages.
- Local tourist taxes
- Excess baggage charges.
- Laundry, gifts, excursions, and some activities where there is a charge for individual lessons, scuba diving, and certain equipment according to individual resorts.
- On site parking fees, if applicable, in some Resorts.

In “Winter Sports” Resorts, G.Ms® must comply with the General Terms and Conditions of Use of the ski lift operator, which are displayed or issued on site, but are also available on the operator's website. The safety instructions and rules related to the

various activities offered must be observed. Failure to comply with these by the G.M® will make it impossible for the G.M® to participate (for example, in Winter Sports Resorts, helmets are compulsory for off-piste skiing where possible and offered by the instructors supervising the lessons for G.Ms®). G.Ms® not wishing to wear a helmet will not be allowed in off-piste lessons without being able to claim any refund or compensation).

### **Non-smoking areas**

All communal and private indoor areas are non-smoking (the stipulation also applies to electronic cigarettes).

## **1.1 Your Package without transport**

Club Med® offers packages without transport of varying durations.

In the case of a Package without transport, arrival is between 3 pm and 8 pm and departure no later than 3 pm, with rooms to be vacated by 10 am (times also valid for the Package with transport), unless specific times given in the "Holiday Information" sent to the G.M®. The price of the Package without transport includes full board meals, from dinner on the 1st day to lunch on the last day. Transfers between the airport or the train station and the Resort are at the expense of G.Ms®. If the G.M® arrives early and depending on availability of the Resort, breakfast and/or lunch on the day of arrival and/or accommodation at the Resort may be provided at an additional charge.

On certain dates, Club Med® may not be able to offer Packages without transport, even if stays with transport are available. Similarly, for each type of stay, there is a quota of rooms in the Resort, particularly depending on the length of the stay concerned.

As part of their Package without transport, G.Ms® who have booked a transfer with Club Med® are asked to limit the amount of their luggage and to inform Club Med® in advance by emailing us at support.uk@clubmed.com 48 hours before arrival, if they have particularly bulky luggage (such as golf bags, pushchairs, etc.), in order to assign the most suitable vehicle possible to the transfer concerned. In any case, Club Med® reserves the right to impose and charge for an additional vehicle if the amount of luggage exceeds the capacity of the vehicle assigned to the transfer according to the luggage information provided by the G.M®. The G.M® must respect the times and the meeting place indicated by Club Med®, whether the transfer is included in the package (case of Packages with transport) or ordered as part of a transfer service with supplement. Transfers in this context are collective. Any transfer request by a G.M® outside the hours set by Club Med® will be processed as part of a private transfer, which is also at the expense of the G.M®. A G.M® free to determine the times of his/her transfer will be solely responsible in case of a delay causing loss of the return trip.

## **1.2 Your Package with transport**

The rule stated in 1.1 regarding bulky luggage in connection with the transfer also applies to the Package with transport.

### **1.2.1. Transport by train**

Packages with transport include a round-trip transfer to the Resort/Chalet Apartment. Club Med® reserves quotas with the SNCF to which the terms and conditions of use apply. If the transport is cancelled or if the G.M® fails to show up for departure, the termination conditions set out below in Chapter 4 shall apply in full to the unused journey(s). The prices for children under the age of 4 allow them to occupy a seat.

### **1.2.2. Air transport**

Air taxes (airport, insurance, security, carbon, solidarity), fuel surcharges and/or stopover fees (including port taxes for Club Med 2 Cruises) are included in the prices and are those known at the date of publication of the price. Airport/Resort/Villa/Apartment-Chalet transfers are included in the price, apart from the exceptions mentioned. The Holiday Information sent to the G.M® prior to departure includes all the information relating to the flight as it appears on the E-Ticket. This document is to be produced by the G.M® at check-in with identification documents (passport or identity card depending on the destination) so that the airline can issue his/her boarding pass. As a safety measure, the regulations require children under the age of 2 to share an adult's seat. A seat on the return flight will, however, in accordance with the regulations, be allocated to children celebrating their second birthday during the stay, and will be charged.

The weight of luggage is limited per person and varies depending on the class and the airline. The luggage allowance is specified by the airlines on their website. Any excess luggage incurs costs payable by the G.M® to the airline at the airport.

The transportation of special equipment (golf, diving, kite surfing, skiing, windsurfing, etc.) is subject to fees payable directly to the airline upon check-in. The amount varies depending on the airline and destination. The G.M® must notify, at the time of booking and no later than 72 hours before departure, any need to transport special equipment, which is subject to the agreement of the airline in all cases. Club Med® cannot be held responsible in case of refusal by the airline to load a piece of equipment on-board and will not be able to pay any resulting expenses.

Flights marked as "direct" are non-stop or stopover flights only, with no change of aircraft.

Club Med® cannot be held liable in the event of no-show at boarding and/or failure to check-in at the place of departure of the air transport under the Package, and/or no-show at the place of the stay, caused by an air, rail or ground transportation delay, whatever the cause thereof, since the said transportation is not included in the total amount of the price of the Package which is the subject of the Contract. Transportation is the sole responsibility of the G.M® or the carrier with which it has freely contracted. Flights chartered by Club Med® may be during the day or at night, with the first and last day of the trip being devoted to transport. As Club Med® is not in control of the choice of times, it cannot be held responsible for late departures and/or early returns on the first and/or last day, or for waiting times between two stops. End-of-day arrivals and early-morning departures are possible, either because of the schedules imposed by carriers, weather conditions or any unforeseen circumstances, especially in times of heavy traffic where high usage and security requirements can cause delays.

Package prices including transport (charter flights) are prices specifically negotiated by Club Med®. For scheduled flights, fares are subject to availability and specific booking classes to which Club Med® has access. If there are no more seats available or if the G.M® wishes to depart outside of the dates on which Club Med® can offer transport under the aforementioned conditions, or in other booking classes (e.g. Business class) on the same flight or another flight, seats with different financial conditions may be offered.

Club Med® may be required to propose an additional offer on special flights on the same date or on another date; a supplement may be applied and the amount confirmed before booking. As low-cost airline tickets are issued at time of booking, if cancelled or modified, regardless of the notice period, a 100% fee will be deducted from the amount of the flights.

**Cancellation of a Package with transport and reimbursement of taxes related to boarding in certain conditions:** When a ticket is no longer valid and has not been used for transport, Club Med®, upon request of a G.M® made by any means to the contact details provided in Article 13, shall reimburse, within 30 days of the date of receipt of said request, the air taxes exclusively related to boarding. The fuel surcharge is expressly excluded from the reimbursement, which shall consequently be payable by the G.M® in all cases. The amount of taxes liable to be reimbursed under the aforementioned conditions will be indicated in the sales contract under the terms "taxes related to boarding". The costs incurred by the refund request may also be reimbursed upon request, based on the postal and telecommunications rates in force at the time of the request and within a limit of 20% of the amount of the taxes. Exceptionally, refund requests that are made online will not give rise to any reimbursement of costs. In case of a request made by phone, the reimbursement can only be made upon presentation of supporting documents.

Club Med® shall give the G.M® the necessary documents, as well as information on the expected time of departure and, in case of transport, the time of check-in and the scheduled times of stopovers, connections and arrival.

Schedules (check-in, flight code) and airline names are provided for information in the sales contracts, and are subject to change up to the day of departure. In case of a change, particularly of a carrier, the G.M® will be informed by any appropriate means by the contracting carrier or by Club Med® as soon as it becomes aware of it and no later than upon check-in or boarding for connecting flights. In case of termination by the G.M® justified by a proven breach of Club Med®'s obligation to inform the G.M® of the name of the air carrier, all sums paid by G.M® will be returned to it without any cancellation indemnity being retained.

### 1.3 Your accommodation

The principle of accommodation in Resorts (by Resort, we also mean the Club Med 2 Sailboats so-called "per Unit" standard accommodation (called "Club"). Accommodation in a Villa or an Apartment-Chalet is also considered as per Unit accommodation. Per Unit accommodation is accommodation to be shared with another G.M® registered on the same sales slip and/or booking file.

For people registered alone on a sales slip and/or booking file, accommodation in the Resort is always in a single room (with a supplement payable).

Given the principle of per Unit accommodation, children must be accommodated in a room shared with his/her parents and/or companion(s), or in a single room (only children aged 12 years and over) giving rise, where appropriate, to the payment of a single supplement. The beds offered to children staying in their parents' room are likely to be sofa beds (dimensions provided by the seller on request). Children under the age of 3 are accommodated in the room of the parents and/or companions in cots (usually in travel cots). Children under the age of 3 do not count as occupants. Thus, for example, a family of four (4) people, 2 adults and 2 children aged 10 and 2, will be accommodated in a triple room with a cot for the child aged 2. A single person travelling with a child under the age of 3 will be accommodated in a single room with a cot and will have to pay a single supplement. These conditions do not apply to Villas and Apartment-Chalets.

The Kemer Resort presents an exception, as a G.M® booking a stay in this Resort may share a room with another G.M® (of the same sex) that he/she does not know. In the latter case and exceptionally, Club Med® may have to change the room of a GM® during his/her stay so that the single-sex rule is respected.

Children who are minors remain under the full responsibility of their parents and/or companions throughout their stay in the Resort, with it being up to the parents and/or companions to assess whether they can stay alone (provided they are at least 12 years old) in a single room.

Club Med® offers Packages at different prices according to the category of accommodation chosen. These are specific types of accommodation with particular characteristics due to their orientation (for example: accommodation with a sea view, with a terrace, etc.) and/or their services or lay-out (interconnecting rooms).

Apart from optional services that may be offered at a supplement upon booking for some Resorts and for certain room categories only, accommodation (in the reserved category) is allocated exclusively on site and cannot be reserved in advance at the time of registration (except for Club Med 2). Any requests sent by G.Ms® directly to the Resort before arrival cannot be taken into account and will therefore have no binding or contractual value.

### **Accommodation – Transport – Reduced mobility person accessibility**

Some of our Resorts are more suitable for people with disabilities or reduced mobility. However, we specify that we cannot guarantee access, by your own means, to all the activities and infrastructures of those Resorts. The recommended Resorts and the activities already identified as not being accessible in those Resorts will be given to you on request by the Travel Agency and by phone. People with reduced mobility or requiring special assistance are asked to check with Club Med® before booking. In accordance with EC Regulation No. 1107/2006 on air travel, it is necessary to inform carriers of the need for special assistance, at least 72 hours before departure, in order to set up the required resources. People who need assistance (due to illness, physical or mental disability) may be discouraged or denied from booking a flight by the airline or Club Med® as provided by the aforementioned Regulation. Club Med® will not be responsible for G.Ms® who are denied boarding who have not correctly notified their assistance needs during the booking process. The airline and Club Med® may also require the presence of a person who will be able to provide them, both during their transport and their stay, with the help and assistance that their state of health requires and that they would need to ensure a smooth stay, with the G.O® (stands for "Great Organiser") and/or G.E® (for "Great Employees") of Club Med® not being able to provide them with individual help and/or assistance. Only assistance dogs deemed to be necessary (proof issued by the competent authority must be given to Club Med®: disability card and contract for the provision of the dog) may be admitted subject to (i) them being accepted by the airlines during the journey and no quarantine being imposed by the host country and (ii) Club Med® being duly informed in advance.

## **2. How to calculate the price of your holiday**

### **2.1. Price of the Package**

Packages are customisable products whose final composition depends on the specific requests of the G.M® according to several variable criteria such as the booking date, the start date of the stay, the length of the stay, the type of accommodation chosen (Club Room, Deluxe Room, Suite, Villa, Apartment-Chalet, etc., depending on the categories available in the Resort), the type of transport (charter flight, scheduled flight on Club Med® booking classes or otherwise, low-cost flight, etc.), the age of the G.M®, as well as the addition of any à la carte services (golf courses, Petit Club Med®, etc.). Each criterion corresponds to one or more prices, the sum of which is "the total amount of the Package price". To find out the exact price in force for the configuration of his/her Package, the G.M® is asked to contact his/her Travel Agency or to consult the website <https://www.clubmed.co.uk>. In any case, the price of the Package must be confirmed before booking.

When a tourist tax is introduced by the competent public authority, its payment is mandatory. It may be included in the price of the Package, depending on the Resort. When the tax is payable on site, in addition to the price of the Package, the G.M® is informed in the sales contract.

In addition, Club Med® reserves the right to claim from the G.M® the payment of any tourist tax which may be established further to a decision by the municipality or any other competent administrative authority after the date of booking the Package. In such a case, the G.M®, who is informed of this by Club Med® by any means, agrees to pay the tax at the Resort.

In accordance with Article 4.2.1 below, the price of the Package may be revised if the amount of the tourist tax changes.

Any booking which includes air services entails the payment of variable taxes related to transport. They are included in the price including tax and are subject to change. The extra cost to the G.M® that may result from a change in said charges is in accordance with the conditions specified in Article 4.2.1 below.

#### **Annual fee:**

An annual sum for processing fees (formerly called "Registration Fees") is added to the total amount of the Package price for all G.Ms® registered on a booking file.

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

(1) At the time of travel

It is payable on the day of booking the Package and is valid for a period of 12 months as from that date, for all bookings made during that period, regardless of the departure date.

In any event, the payment of the fee by the G.M<sup>®</sup> implies acceptance of the rules applicable in the Resort, whether they are displayed or given out directly by staff, particularly in terms of health and safety.

A traveller must be a Club Med<sup>®</sup> member to participate in a Club Med<sup>®</sup> holiday. Membership fee is due on the first booking of a membership season. The membership season runs from the 1st January – 31<sup>st</sup> December. Your membership fees will not be refunded if you cancel your holiday. Failure to comply with the terms of the Club Med<sup>®</sup> membership, as well as codes of conduct at the Resorts, may result in Club Med<sup>®</sup> taking whatever action it feels necessary including recovering from you/your traveller/s the cost of any damage or loss caused, your/your traveller/s exclusion from the Resort as well as entering you/your traveller/s on an “incident” list (you/your traveller/s will thereby lose, if necessary, all the benefits attached to the Club Med<sup>®</sup> membership). In the case of exclusion from a Resort, Club Med<sup>®</sup>'s responsibility and contractual obligations towards You/Your travellers will be terminated immediately. Club Med<sup>®</sup> will have no obligation towards you/your travellers in respect of your/their return travel arrangements, unused accommodation or any compensation. As mentioned above when you buy an ATOL protected holiday package you will incur a £2.50 fee per person.

By paying your membership fees, you consent to the use of your personal details by any company within the Club Med<sup>®</sup> Group as well as by their business partners in accordance with our privacy policy.

## 2.2. Price reductions and promotional offers

The price reductions or special offers mentioned on the website <https://www.clubmed.co.uk>, like any other price reduction or promotional offer offered by Club Med<sup>®</sup>, are not retrospective and are non-cumulative, unless otherwise stated. In this regard, it is specified that the promotional offers of Club Med<sup>®</sup> primarily agree with the specific conditions of the offer, then with these General Terms and Conditions of Sale. They do not concern G.Ms<sup>®</sup> who have already booked their Package at the date of the offer.

## 3. How to pay for your holiday

Any G.M<sup>®</sup> purchasing a Package must have the ability to contract, that is to say, be at least 18 years old, be legally able to contract and not be under guardianship or trusteeship. He/she guarantees the accuracy of the information provided by him/her or by any member of his/her family.

On confirmation of booking, if you book your holiday more than 90 days prior to departure, we must receive payment of a non-refundable deposit of £150pp (per adult and child, except those eligible for the kids stay free promotion), plus Club Med<sup>®</sup> Membership fees & ATOL fees. The balance of the price of your holiday must be paid at least 90 days before your departure date. If you book your holiday within 90 days of departure, we must receive payment of the full cost of your holiday on confirmation of booking. Your reservation for a Club Med<sup>®</sup> holiday will only be confirmed when Club Med<sup>®</sup> receives the deposit amount specified on your booking confirmation. Should we not receive the payment by the specified date agreed on your booking confirmation, the booking will be cancelled. Once we have accepted your deposit and the monies are reflecting into our account the holiday will be considered confirmed. For telephone reservations made within 14 days of departure, we will only accept payment by debit/credit card. All monies paid to your travel agent are held by them on our behalf at all times. Payment by debit or credit card or bank transfer does not incur a transaction fee. If you book your holiday from outside of the UK, full payment is due at the time of booking.

You shall be informed of the payment methods accepted by Club Med<sup>®</sup> in the Travel Agency, by telephone or on the Internet. It is reminded that cash is only accepted to pay the price of the Package in Travel Agencies and within the limit of the authorised legal amount. In case of a Package of an amount higher than the legal limit, payment must be made in full by cheque or credit card. Club Med<sup>®</sup> accepts Gift Vouchers and some holiday cheques (enquire at the point of sale) bearing the Club Med<sup>®</sup> logo.

Regarding bookings by phone, Club Med<sup>®</sup> reserves the right to only accept credit card or bank transfers within 21 days of departure, to the exclusion of any other means of payment, for payment of the price of the Package.

The credit card also allows the G.M<sup>®</sup> to pay the aforementioned deposit upon booking as well as the annual fee, as the case may be, and to opt, without further formality, for the automatic withdrawal of the balance of the Package on its due date.

If Club Med<sup>®</sup> does not receive payment for the price of the Package on time, Club Med<sup>®</sup> will not be required to keep the Package available. Late payment will be considered as a cancellation by the G.M<sup>®</sup>, for which the cancellation penalties provided for in Article 4.1.2 below will be applied. The date used to determine the amount of these penalties will be the date on which Club Med<sup>®</sup> sent the letter or any other means allowing acknowledgement of receipt notifying the G.M<sup>®</sup> of the effective cancellation of the Package as a result of the G.M<sup>®</sup>. The G.M<sup>®</sup> will pay the penalties imposed upon him/her without delay, it

being specified that the sums paid in respect of the deposit will be retained by Club Med® and will be deducted from the penalties due. In case of non-compliance by the GM® with the payment deadlines indicated above, Club Med® reserves the right to recover the sums in question by any means and to enter the GM® concerned on its "incident list file".

Without prejudice to the above, each G.M® registered for per Unit accommodation, including accommodation in Villas/Apartment-Chalets (as defined in Chapter 1.3), will be required to make an interdependent payment to Club Med®, for the amount of the price of the Package payable in respect of said accommodation, as well as, where applicable, for the amount of the cancellation indemnities in the event of partial or total cancellation under the conditions defined in Chapter 4.

The booking of accommodation and, in any case, of Unit accommodation, can be validly made by a single G.M®, with the latter then being deemed to act on behalf of other GMs® under a mandate given by them and authorising him/her notably to communicate to Club Med® all the nominative information regarding each GM® concerned and necessary for registration and the stay (including the membership number, allowing the identification of "companion" G.Ms® for accommodation). Club Med® therefore cannot be held responsible as regards said G.Ms® for the unauthorised disclosure of their personal information as that information may appear on sales and/or travel documents prepared during the stay.

## **4. Changes, cancellations and/or terminations**

For the purposes of this chapter, the terms "termination/resolution" and "termination/resolution indemnities" shall have the same meaning respectively as the terms "cancellation" and "penalties".

**G.Ms® do not benefit from a right of withdrawal for the purchase of tourist services.**

It is first recalled that last minute offers ("LMO"), offered exclusively on the website <https://www.clubmed.co.uk>, are subject to specific modification and cancellation conditions available on the aforementioned website.

### **4.1. By the G.M®**

#### **4.1.1. Changes by the G.M®**

Without prejudice to the fact that full payment of the Package is due before departure, the G.M® may modify the conditions of his/her registration free of charge, subject to availability and the following cumulative conditions: (I) no change in the spelling of his/her name (or that of the participants registered on the same booking file), (II) no change in the departure and return dates, or transportation and, (III) no change of destination or supplement services and, (IV) no change to the trip or travel, except a possible increase in the number of people involved and/or requests for additional services (examples: courses, childcare) or requests for higher category services (examples: upgrades of accommodation, transport, etc.). The GM® may also change his/her departure date or destination free of charge, more than 14 days before the departure date, provided that the new departure date selected is no more than 7 days before or no later than 7 days after the initially scheduled date and that the Stay Package thus modified is of a tax-inclusive value at least equal to the tax-inclusive value of the Stay Package initially purchased. This option is valid subject to availability and does not benefit Discovery Tours by Club Med® and Stay Packages with scheduled flight, low-cost flight or train transport. Any change request made by a G.M® is presumed to be accepted by all G.Ms® registered in the file.

#### **Package booked with the "EBB" offer**

In case of a modification in regards to a Resort or Villa/Appartement-Chalet change, and/or the departure/return date, the GM® can benefit from the "EBB" offer if applicable at the date of the Contract modification (see offer conditions).

##### **4.1.1.1 Alteration of holiday prior to departure**

If, after our confirmation invoice has been issued, you wish to change your holiday in any way, we will do our utmost to make these changes. It may not always be possible and you could incur cancellation fees together with any extra cost. Changes of destination and/or holiday dates made within 90 days of departure will be treated as a cancellation of the original arrangements by you and cancellation charges will apply. Any request for changes to be made must be received in writing at our offices from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £50 per name for requests, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Certain travel arrangements may not be changeable after a reservation has been made according to airlines' rules and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

##### **4.1.1.2 Alteration of holiday price prior to departure**

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your holiday, which excludes any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your holiday, you will have the option of accepting a change to another holiday if we are able to offer one (we will

refund you any price difference if the alternative is of a lower value) or cancelling and receiving a full refund of all payments made by or on behalf of the traveller without undue delay and in any event no later than 14 days after the contract is terminated. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

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

#### 4.1.2. Cancellation by the G.M.®

##### 4.1.2.1 Accommodation cancellation conditions

In case of outright cancellation of the package by all G.Ms® registered for Unit accommodation or by a G.M.® registered for accommodation per person, Club Med® will reimburse the amounts paid (excluding the annual fee, which is still retained by Club Med®, except in unforeseen circumstances or in case of force majeure), net of any amounts withheld as cancellation indemnities, by applying the following scale:

Period Before Departure	Cancellation (applicable to all bookings)	Charges
Prior to 90 days (date not included)	MF + PI + 25% of your Club Med® booking	
Between 90 days and 15 days (date included)	MF + PI 50% of your Club Med® booking	+
Less than 15 days (date not included)	MF + PI 90% of your Club Med® booking	+

**MF** = Membership Fees

**PI** = Premium Insurance (if booked)

**IMPORTANT INFORMATION:** In the event of cancellation you may be required to pay further costs in addition to your non-refundable deposit. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

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

We reserve the right in any circumstances to cancel your holiday. For example, if the minimum number of guests required for a particular holiday is not reached and/or whenever the relevant resort is entirely hired as a venue for Business Events by 'Meeting & Events by Club Med®' we may have to cancel it. In this event, we will inform you or your travel agent as soon as possible and you will have the choice of:

- Having a refund of all monies paid
- Or accepting an offer of an alternative holiday of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

This would exclude independent travel arrangements. If it is mandatory to cancel your holiday, we will pay to you compensation as set out in clause 4.2.1. This is not applicable in a case of force majeure.

Cancellation requests must be notified to Club Med® by registered letter with acknowledgement of receipt sent to the sales outlet, or, in case of bookings made remotely (by phone, Internet, etc.) by writing to Club Méditerranée - Back Office – Connect House, 133-137 Alexandra Rd – SW19 7JY London, and include, in any case, a copy of the Contract and, if applicable, the information provided in the context of "transportation". You can also send an email to support.uk@clubmed.com to notify us of the cancellation. The date used to determine the cancellation indemnities due under the foregoing provisions will be the date of issue of the registered letter with acknowledgement of receipt, with the postmark being used as proof. In the event of cancellation on behalf of a third party, the written authorisation of the interested party is mandatory and must be attached to the cancellation request, even if the booking was made on behalf of the third party concerned. The relevant reimbursements will be sent to the payer, unless the latter states otherwise in writing.

#### **4.1.2.2 Specific conditions for the partial cancellation of unit accommodation**

In the event of cancellation by a G.M<sup>®</sup> registered for Unit accommodation, the G.M<sup>®</sup> will owe the cancellation indemnities referred to in 4.1.2.1. The G.Ms<sup>®</sup> remaining registered will be (I), subject to availability, relocated to different accommodation corresponding to their number (single room if applicable) under the price conditions of the new accommodation, or (II) kept in the accommodation originally booked upon payment of a surcharge (as that accommodation has a capacity greater than their number) corresponding to the price difference between the total amount of the cancelled Package(s) and the indemnity paid under the cancellation of said Package(s) (e.g. for booking a room accommodating 4 people for a total amount of £4000 that is £1000 per person: in case of cancellation by a person 25 days before the departure date – the indemnity owed by that person will be 50% according to the aforementioned scale, i.e. £500, with the G.Ms<sup>®</sup> wishing to remain in the accommodation originally booked having to pay a surcharge of £500). If the G.M(s)<sup>®</sup> remaining registered refuse the accommodation proposed by Club Med<sup>®</sup> under the provisions mentioned above in (I) and/or do not agree to stay in the accommodation originally booked under the provisions mentioned in (II), the cancellation penalties provided for in 4.1.2.1 would then be applied to him/her (them).

Club Med<sup>®</sup> offers G.Ms<sup>®</sup> the opportunity to take out optional insurance called Club Med Ecran Total<sup>®</sup> and Ski Zero Souci<sup>®</sup> which, in important cases (such as illness, accident, occupational hazards, death), covers the instalments paid and any other sum due to Club Med<sup>®</sup> under the booking of the Package (excluding the annual fee). In any case, it is the responsibility of the beneficiary G.M<sup>®</sup> to inform the insurance broker: MARSH - Tour Ariane - La Défense 9 - 92088 Paris La Défense Cedex, France, within a period of 5 days of the date of the event causing the cancellation. In case of an information delay, only the cancellation fees due at the date of the event will be covered by the insurance policy. The travel insurance premium is never reimbursed, even partially, regardless of the date of cancellation, nor is it transferable to a third party. Optional insurance is also available for Villa and Apartment-Chalet Packages.

#### **4.1.2.3 Contract resolution in exceptional and unavoidable circumstances**

The G.M<sup>®</sup> can terminate the Contract in case of exceptional and unavoidable circumstances happening at the destination place or immediate proximity to it, having substantial consequences on the Package execution or on the passengers transport to the destination. If the exceptional and unavoidable circumstances previously mentioned are indeed proven, Club Med<sup>®</sup> will proceed to the refund of the sums paid by the G.M<sup>®</sup> with exclusion of any other sum.

#### **4.1.3. Contract Transfer**

The G.M<sup>®</sup> may assign his/her Contract if the assignee fulfils the same conditions as him/her to perform the Package (in particular, the same Package, the same type of accommodation, the same number of people and passengers concerned, children in the same age group, etc.). In this case, the assigning G.M<sup>®</sup> must imperatively inform his/her sales outlet by any means allowing acknowledgement of receipt (e.g.: registered letter with acknowledgement of receipt, email, etc.) no later than 3 days before the start of the relevant Package, excluding the date of departure, by specifying precisely the full name and address of the assignee and the participants in the Package and proving that they strictly fulfil the same conditions as him/her to be able to use said Package. A new Contract will be issued in the name of the assignee G.M<sup>®</sup>.

The assignment of the Contract results in assignment fees owed jointly to Club Med<sup>®</sup> by the assigning G.M<sup>®</sup> and the assignee G.M<sup>®</sup>.

#### **• Fees applicable to all Packages:**

Processing fees for the assignment request: £50

to

#### **• For Packages with scheduled flight, low-cost flight or train transport.**

In addition to the costs of £50 payable in all cases as part of an assignment, additional and specific costs incurred by the assignment, such as, in particular, the costs of issuing new plane or train tickets will be jointly and severally payable by the assignor and the assignee. These costs vary depending on the carrier and depending on different factors (date of the assignment, etc.) and cannot be reasonably given in advance. They will therefore be communicated to the G.M<sup>®</sup> on the day of the assignment request.

It is specified that the assignment of a Package including transport on a scheduled flight cancels the registered transport ticket and is therefore subject to the issuance of a new ticket available for the flight. This availability may or may not incur surcharges

(whether or not the surcharge is applied depends on the fare category of available seats in relation to the fare class purchased under the original Package).

Without prejudice to the foregoing, no assignment may be made for a booking for Unit accommodation without the prior written consent of the other G.Ms® remaining registered for the Unit accommodation concerned, with their authorisation, in this case, having to be attached to the assignment request.

In case of assignment of a Package benefiting from a “Early Booking Bonus” reduction, said reduction is transferable to the assignee, provided that the conditions of the Package are unchanged.

#### **4.1.4. Consequences of non-compliance with the above assignment conditions**

Club Med® may refuse the assignee of the Package access to the Resort, Villa, Apartment-Chalet or Cruise concerned by said Package or make him/her pay the price of the Package in its entirety, even if the Package has been paid for by the assignor in whole or in part.

## **4.2. By Club Med®**

### **4.2.1 Itinerary, Flight variations and transfers**

While every effort is made to keep to the final itinerary, Club Med® reserves the right to make changes intended for your convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. It is your sole responsibility to check each amendment to the itinerary prior to departure. Although no changes are anticipated, Club Med® reserves the right to withdraw, alter or modify published itineraries, facilities and activities at any time at Club Med®'s discretion without notice and without liability for any loss. You will be advised of such changes and you should ask if there are any amendments of which you should be aware of prior to departure.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time prior to your departure. When a major change occurs such as the alteration of your outward/return flights by more than 12 hours and/or change of Resort and/ or change of airport (except for a change from one London airport to another; London airports being: Gatwick, Heathrow, City, Luton and Stansted), you will have the choice of:

Accepting the change of arrangements:

Accepting an offer of an alternative holiday of comparable standard from us if available (we will refund you any price difference if the alternative is of a lower value)

Or cancelling your booked holiday and receiving a full refund of all monies paid.

Please refer to passenger rights information on flight delay compensation outlined in the following link:

[https://www.caa.co.uk/Passengers/Resolving-travel-problems/Delays-cancellations/Your-rights/Am-I-entitled-to-compensation-  
/](https://www.caa.co.uk/Passengers/Resolving-travel-problems/Delays-cancellations/Your-rights/Am-I-entitled-to-compensation-/)

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

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

### **4.2.2 Airlines and other carriers**

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

In accordance with EU regulation 2111/2005, we are required to advise you of the actual carrier operating your flight/connecting flight. We do this by supplying details of your carrier on your booking confirmation; please note that all carriers we use are approved on the EU Air Safety List. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check in or at the boarding gate. Carriers which Club Med® works with include: Aegean Airlines, Aer Lingus, Air Arabia, Air France, Air Mauritius, Alitalia, American Airlines, Austrian Airways, Bahamas Air, British Airways, Cathay Pacific, Delta Airlines, Easy Jet, El Al, Emirates, Flybe, Euro Wings, Iberia, Jet 2, KLM, Lufthansa, Pegasus, Qantas, Qatar Airways, Royal Air Maroc, Singapore Airlines, SN Brussels Airlines, Sri Lankan Airlines, Swiss International Airlines, TAP Air Portugal, Thai Airways, Thomas Cook Airlines, TUI, Titan Airways, Tunisair, Turkish Airlines, Ryanair, United Airlines, Virgin Atlantic, Volareweb. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check in or at the boarding gate.

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

### **4.2.3. Changes to the Package and price by Club Med® before departure**

Club Med® may, on its own initiative or for reasons beyond its control, make changes to the information contained on its website (e.g. modifications of the programmes originally specified). Where those changes substantially affect a fundamental element of the Package, Club Med® will inform the G.M®.

#### • **Changes to the Package**

The services, activities and content of Cruises as well as the order of stopovers/stages may be modified or cancelled according to certain local requirements or weather conditions imposed on Club Med® (such as water sports during the monsoon season). In addition, as Tours are repeated on certain dates, the stages may be reversed or staggered, but all visits are respected. The opening and closing dates of Resorts and some of the services offered may be subject to change (e.g. the number of restaurants and bars open may change, beach or speciality restaurants may be closed; similarly the sports activities offered may be changed and/or adapted to the Resort's occupancy rate). The specified departure date of the aircraft may be changed, which may result in a price change. The benefits/services sold at a supplement upon booking and/or on site may be modified and/or cancelled according to certain local requirements or weather conditions imposed on Club Med®. Club Med® cannot be held liable in these cases.

#### • **Price changes and/or corrections of obvious factual errors in the price**

Club Med® expressly reserves the right, even for G.Ms® already registered, to revise prices upwards to take account of variations in:

- Transport costs, particularly related to the cost of fuel or other power sources;
- Fees and taxes relating to the services offered, such as landing, boarding fees at ports and airports (including stopover fees for Club Med 2 Cruises), civil aviation tax (the so-called solidarity tax), tourist tax, etc.;
- Exchange rates applied to the relevant Package.

The prices mentioned on the website are based on economic and fiscal data (including, for the relevant Packages, the US dollar rate for the following countries: Australia, Bahamas, Cambodia, Egypt, United States, Guatemala, Mauritius, India, Indonesia, Mexico, Nepal, Sri Lanka, Thailand and Vietnam) in force at the time of their establishment. The date for establishing the prices published is 04/05/19 for 2019 Summer Sun Destination stays, 20/03/2019 for 2019-2020 Winter Sports Destination stays and 30/05/2019 for 2019 Summer Sun Destination stays.

In case of variation of any of the elements thus defined, Club Med® may pass on that variation in full to the full price of the Package (it being understood that variations in exchange rates are only assessed for the services billed to Club Med® in the relevant currency). For G.Ms® already registered no price changes can be made within 20 days of the scheduled departure date. Club Med® also reserves the option to correct the price of the Package indicated to the G.M® at the time of booking in case of an obvious factual error, resulting in particular from a computer bug that is not directly attributable to it.

Prices are subject to change without notice. Clients will be quoted the correct price at the time of booking. Changes in transportation costs, including (1)the cost of fuel, (2)dues, (3)taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, and (4)exchange rates mean that the price of your holiday may change after you have booked.

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

#### • **Consequences of changes to the Package and price**

In the event of any substantial change to the Package and/or the price (and not a correction of an obvious factual error in the price) under the conditions defined above, Club Med® undertakes to inform its G.Ms® by any means (constituting a durable medium) allowing acknowledgement of receipt (e.g.: registered letter with acknowledgement of receipt, email, fax, etc.) as soon as possible and, at the latest, 20 days before the scheduled departure date in the event of a price change (and not a correction of an obvious factual error in the price). As such, a price increase of more than 8% of the price listed on the sales Contract will be considered to be substantial. G.Ms® will have the ability, in the event of a substantial change, to:

- Either cancel their Contract, and obtain, without having to pay any compensation to Club Med®, a refund of all sums paid within 14 (fourteen) days following the resolution of the Sales Contract;
- Or accept the change to the Package and/or price offered by Club Med®. In this case, an amendment to the Contract specifying the changes made will be issued.

The cancellation or acceptance of the change must be notified to Club Med® by any written means allowing acknowledgement of receipt (registered letter with acknowledgement of receipt, email, fax, etc.) within 7 days of receipt of the information on the change by the G.M®. If GM fails to respond Club Med® may terminate the contract and refund all payments made by or on behalf of the GM without undue delay and in any event not later than 14 days after the contract is terminated.

#### **4.2.4. Outright Terminations (or Cancellations) by Club Med®**

If, before departure, Club Med® has to terminate the Package chosen by the G.M® outright, substitute services will be offered to the G.M®, depending on availability. The cancellation of his/her Package, as well as the new Packages offered as replacements,

will be notified to the G.M<sup>®</sup> by any means allowing acknowledgement of receipt (e.g.: email, fax, etc.) as soon as possible after the occurrence of the causes justifying the cancellation of the Package in question.

The date used for the G.M<sup>®</sup> to oppose the termination (or cancellation) of the Package will be the date of issue of the registered letter with acknowledgement of receipt, email, fax, etc., with the postmark of the registered letter with acknowledgement of receipt being used as proof. If the GM<sup>®</sup> has not informed Club Med<sup>®</sup> of his/her decision to accept the replacement Package by any written means allowing acknowledgement of receipt (registered letter with acknowledgement of receipt, email, fax, etc.) within 7 days of receipt of the notification from Club Med<sup>®</sup>, the G.M<sup>®</sup> will receive, in this case, a refund of all the sums paid, and will receive as indemnity an amount equal to the cancellation indemnity that he/she would have paid if the cancellation had taken place because of him/her at that date, with the exception of cases of force majeure, beyond the control of Club Med<sup>®</sup>. If the GM<sup>®</sup> opts for the replacement Package, no indemnity will be due, and if the price of the replacement Package is less than the price of the previously booked Package, the difference will be deducted or refunded according to the payment status of the balance. If the price of the replacement Package is higher, the G.M<sup>®</sup> will owe the difference to Club Med<sup>®</sup>.

#### **4.2.5 Termination (or Cancellations) due to the minimum number of participants not being attained**

If, prior to departure Club Med<sup>®</sup> has to terminate the package chosen by the GM<sup>®</sup> because the number of persons registered is less than the expected minimum number, the G.M<sup>®</sup> will receive a notification. If the trip lasts more than six (6) days, a notification will be sent no later than twenty (20) days before the start of the Package. If the trip lasts between two (2) and six (6) days, the notification will be sent no later than seven (7) days before the start of the Package. Finally, if the trip lasts a maximum of two (2) days, the notification will be sent no later than 48 hours before the start of the Package. The G.M<sup>®</sup> will receive, in this case, a refund of all the sums paid.

## **5. Children**

### **5.1. Booking a Child's Package (for minors under the age of 18)**

A child who is a minor must be accompanied by a responsible adult to look after them for the duration of the Package. If the accompanying person is a person other than the parents of the minor (or the legal guardian with custody rights) or is just one of the parents (in case of divorce or separation), the accompanying person must obtain, in the name of the minor concerned, written authorisation from the father, the mother or the legal representative of the minor specifying the conditions under which the accompanying person will have custody of, and be responsible for, the minor concerned during the use of the Package; with this authorisation to be written on the Club Med<sup>®</sup> form provided for this purpose and available on the website, as well as any visas and vaccination certificates that may be required by the destination country. If a child who is a minor travels without one of his/her legal guardians, the contact details of the G.M<sup>®</sup> who is responsible for them on site, as well as those of the minor child (if the minor child has any), must be communicated to Club Med<sup>®</sup> at the time of booking in order to be able to make contact quickly if necessary.

All the aforementioned documents must be submitted upon registration, otherwise, Club Med<sup>®</sup> reserves the right to refuse the registration of the minor in question. Club Med<sup>®</sup> also reserves the right to verify the accuracy of the information included in said documents and to cancel, if applicable, automatically and without any formalities, the Package in question, with such cancellation being deemed to be because of the G.M<sup>®</sup> (see paragraph 4.1.2.) without prejudice to any Club Med<sup>®</sup> remedies for damage suffered. In addition, the cancellation of the accompanying person's Package shall lead, automatically and without any formalities, to the cancellation of the minor's Package.

Please enquire by calling 08453 67 67 67 or by contacting your local travel agent.

### **5.2. Registration in the Club Med<sup>®</sup> childcare structures**

Regarding the practical arrangements for registration and reception in childcare structures (Baby Club Med<sup>®</sup>, Petit Club Med<sup>®</sup>, Mini Club Med<sup>®</sup>) and clubs for teenagers (Junior Club Med<sup>®</sup> and Club Med Passworld<sup>®</sup>), please find the information on the website <http://www.clubmed.co.uk>.

Baby Club Med<sup>®</sup> and Petit Club Med<sup>®</sup> have a limited number of places, not only by age category (example: "2 to 3 years" for Petit Club Med<sup>®</sup>), but also by age group (e.g. for Petit Club Med<sup>®</sup>: "2 years old" and "3 years old").

Registration in one of these structures may be refused if the quota for the age group of the child to be enrolled has already been reached. Club Med<sup>®</sup> will only be able to register a child in one of the aforementioned structures if that child is of the required age on the day of departure.

Children and teenagers remain under the full responsibility of their accompanying person, apart from during activities organised within the framework of the childcare structures. In Resorts with Club Med Passworld<sup>®</sup> and in some Resorts with Junior Club Med<sup>®</sup>, Club Med<sup>®</sup> offers freely-accessible and exclusive spaces dedicated to teenagers, but it is recalled in this respect that each teenager remains under the full responsibility of his/her accompanying person.

Finally, some Resorts do not accept children under the age of 2 (under the age of 4 months in some Resorts), children under the age of 8 (Club Med 2 and Cefalu) or minors under the age of 18 (Adult-only Resorts).

To find out exactly which children's clubs are offered by Resort, either included in the basic Package or at a supplement, please revert to our website <http://www.clubmed.co.uk>.

In some Resorts only, Club Med® may offer the "Pyjama Club®" service, which allows the children of G.Ms® to be looked after in the evenings by Baby Club Med® or Petit Club Med® G.Os®, with the prices, times and age limits to be defined in the Resort.

Some of the aforementioned services are not included in the Package (apart from exceptions and/or special offers), are subject to availability and are to be booked and paid for on site in the Resort, with the price and payment conditions to be defined in the Resort. In some Resorts, Club Med® may, upon request, provide contact information for independent baby sitting services, with parents being responsible for contacting said services directly. Club Med® is not responsible for these services provided by third parties under their sole responsibility.

## **6. Formalities**

### **6.1. Customs' formalities**

To travel safely, valid administrative documents are required and additional formalities must be completed by G.Ms® under their responsibility and at their own expense. In no case does Club Med® replace the individual responsibility of the GM®, who must check and obtain all the formalities before departure (passport still valid, in principle, 6 months after the date of returning from the trip, visa, Esta form to or in transit through the United States, health certificate, vaccines, etc.) and for the duration of the trip.

Failure to comply with the formalities, the inability of a G.M® to present valid administrative documents, for any reason, resulting in a delay, boarding being denied or being denied entry to a foreign territory, remain the responsibility of the G.M® and are at his/her expense, without Club Med® refunding or replacing the service.

To plan your holiday, Club Med® advises you to visit the website: <https://www.gov.uk/foreign-travel-advice>.

Club Med® also makes available to the G.M®, updated information regarding any requirement that would be necessary regarding the visa, passport and any administrative documents that would be required for the travel and the stopovers.

However, due to changes taking place often in the countries regulations, Club Med® cannot be held responsible for not knowing all the countries requirements. Only general information might be given in some cases.

The information should be given before the Contract is accepted by the customer, and these should depend on the type of passport the customer is holding. The approximate time required to obtain the needed documents will be specified on demand.

The Club Med® agent will endeavour to assist you but such assistance will be at Club Med®'s discretion. You agree that in doing so, Club Med® is not assuming any obligation or liability, and you indemnify Club Med® against any consequences of non-compliance

We recommend all passports to be machine-readable.

The underage must have their own valid administrative documents: passport, visa, ESTA form depending on the stopover countries if need be, of the destination.

It is strongly recommended to consult the consulate or embassy of the destination countries.

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

You must ensure that you/your traveller/s comply with the countries' medical and vaccination requirements, which you/they plan to visit, and that any vaccinations, inoculations, prophylactic (e.g. for malaria) etc., where required, have been obtained.

### **6.2. Health and sanitation formalities**

Vaccinations- health: the G.M® are asked to conform to the health formalities mentioned on the website <http://www.clubmed.co.uk>. Club Med® also advised you to consult <https://www.gov.uk/foreign-travel-advice>.

## **DURING YOUR STAY**

### **7. Payment of expenses on site**

#### **7.1. How do you pay expenses on site?**

The G.M<sup>®</sup> will pay his/her bar expenses (only those not included in his/her "Bar & Snacks included" Package ) using a Club Med<sup>®</sup> card/bracelet on a magnetic medium called the "Club Med Pass<sup>®</sup>" card, whose opening conditions are specified in the Resort, or using an International Bank Card. Other expenses (shopping, wellness care, etc.) will, as appropriate, be payable with the "Club Med Pass<sup>®</sup>" card/bracelet or using an International Bank Card and/or failing this, in local currency when such payments are allowed and only at reception. Finally, other so-called hotel services, such as dry cleaning, laundry and some Internet access are available at a supplement and are to be booked directly in the Resort and/or through the concierge, subject to availability and the price conditions applicable on site.

Before departure, each G.M<sup>®</sup> must settle his/her account for all expenses incurred during his/her stay and paid for using the "Club Med Pass<sup>®</sup>" card/bracelet. That balance must be paid in local currency or by international credit card.

In case of non-payment of the expenses incurred by a GM<sup>®</sup> in a Resort using a Club Med Pass<sup>®</sup> card, Club Med<sup>®</sup> reserves the right to debit the total amount of those expenses from the credit card used by the G.M<sup>®</sup> at the time of opening his/her Club Med Pass<sup>®</sup> account. The foregoing is without prejudice to Club Med<sup>®</sup>'s right to list the G.M<sup>®</sup> on the "incident list file".

In some Resorts, a service called "Easy Check out" is offered, enabling automatic billing after the departure of the GM<sup>®</sup> for his/her expenses incurred in the Resort. The G.M<sup>®</sup> can decide to subscribe to this service from his/her personal space on the [www.clubmed.co.uk](http://www.clubmed.co.uk) website before his/her departure or on site in the Resort. The amount of the expenses will be debited from the credit card that was registered at the time of subscribing to the service and opening the "Club Med Pass<sup>®</sup>" account.

Activities organised by external providers not affiliated with Club Med<sup>®</sup> (within or outside the Resort), booked and/or paid for on site by the G.M<sup>®</sup>, are not part of the Package subscribed and are therefore the sole responsibility of those service providers.

## **7.2. Local sale of package stays and extensions**

Any purchase of a Package, any extension of stay and/or any change of accommodation made directly on site will be subject to the applicable tariff(s) on site. The applicable conditions of sale will be those applicable on site for any purchase of a Package and those which appeared on the original sales contract in the event of extension of a Package or a change to a higher category of accommodation made on site in the Resort. All Packages (including extended stays and/or changes to a higher category of accommodation) purchased on site must be paid for in full on the day of booking. Any change from a higher category of accommodation to a lower category of accommodation will not be refunded.

## **7.3. Excursion Desk**

These are excursions and sports and leisure activities offered by the Resort's Excursion Desk.

Excursions and sports and leisure activities sold on site in the Resort are not included in the price of the Package and are to be booked and paid for on site in local currency at the Resort's Excursion Desk or as specified by the Excursion Desk; their organisational, registration (minimum or maximum size of group required), modification, cancellation and/or termination and modification arrangements are notified to G.Ms<sup>®</sup> in the Resort, with it being specified that excursions and sports and leisure activities organised by an external provider are the sole responsibility of that external provider.

Excursions and sports and leisure activities may also be offered at the time of booking the stay in some Resorts. Their price is to be paid by G.Ms<sup>®</sup> in addition to the price of the Package. The conditions of sale are those applicable to the Package hereunder (particularly as regards the conditions of cancellation, modification and withdrawal), unless there are specific terms and conditions. The performance conditions of excursions (date, time, etc.) are specified in the Resort.

## **8. Withdrawal during the Package**

An interruption of the Package and/or waiver of certain services included in the Package or paid in addition to the price of the Package at the time of booking (such as ski pass packages, skiing lessons, Baby Club Med<sup>®</sup>, Petit Club Med<sup>®</sup>, Spa packages, excursions, etc. cannot give rise to a request for a refund or the benefit of credit of any kind. The certificate of early departure from the Resort, as well as certificates attesting to the withdrawal of the G.M<sup>®</sup> from any of the aforementioned services, can in no way be considered to be agreement to a refund for any reason whatsoever.

## **9. Changes to the Package by Club Med<sup>®</sup>**

### **9.1 Changes to the Package by Club Med<sup>®</sup>**

In the event that, after departure, Club Med® is unable to perform one or more essential elements of the Contract, it undertakes to do everything possible to offer the GM® services in lieu of those originally planned and to pay the additional cost of those services in full.

If the new services are of a lower cost than those originally planned and paid for by the G.M®, the price difference shall be fully refunded upon his/her return. The G.M® will only be able to refuse the alternative services offered to him/her under the conditions defined above for valid reasons. If Club Med® is unable to offer alternative services or if the GM® is able to refuse them for valid reasons, the GM® will be offered, at no additional charge, transport tickets ensuring his/her return, under equivalent conditions, to the place of departure or to another place mutually agreed on beforehand by Club Med® and the G.M®.

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

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

It is unlikely that Club Med® will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. We may modify the list of activities (e.g. modification and/or adjustment of the sports activities on offer to the occupancy of the relevant Resort) and facilities (e.g. the number of restaurants and bars open may be modified, the beach or speciality restaurants may be closed) included in the holiday, together with the dates of opening and closure of the Resorts (depending on the occupancy levels and/or whenever the relevant resort is entirely hired as a venue for Business Events by 'Meeting & Events by Club Med®'). It is specified that all information given in respect of activities organised by outside providers and booked on site is subject to change; the organisation of these activities, together with the consequences of any modification and/or cancellation of these activities will remain under the sole responsibility of the relevant outside providers. Should the type of accommodation you have booked be unavailable at the Resort, Club Med® will, upon your return, refund, if applicable, any difference in price between the accommodation you had booked and the accommodation you were allocated, with the exception of any other compensation, upon receipt of a written declaration issued by the planning department on site stating the accommodation arrangements received.

## **9.2 Non-conformity of the Contract**

**9.2.1** The G.M® must inform without undue delay of any lack of conformity which the GM perceives during the performance of a travel service included in the package the reception of the Village at the address indicated on the G.M's® sales contract.

**9.2.2** If any of the travel services are not performed in accordance with the contract Club Med® shall remedy the lack of conformity unless that is impossible or entails disproportionate costs taking into account the extent of the lack of conformity and the value of the travel services affected. In such cases, Club Med® will offer the GM an appropriate price reduction unless the lack of conformity is attributable to the GM.

**9.2.3** If Club Med® does not remedy the lack of conformity or where immediate remedy is required, the G.M® may remedy the lack of conformity and is entitled to reimbursement of the necessary expenses.

**9.2.4** Where Club Med® is unable to provide a significant proportion of the travel services as agreed in the Package, Club Med shall offer, at no extra cost to the traveller, suitable alternative arrangements of where possible equivalent or higher quality than those specified in the contract for the continuation of the package, including where the GM's return to the place of departure is agreed.

**9.2.5** If the proposed alternative arrangements are of lower quality than that specified in the contract, Club Med® shall grant an appropriate price reduction.

**9.2.6** The GM may reject the proposed alternative arrangements offered only if they are not comparable to the arrangements agreed in the contract or the price reduction granted is inadequate.

**9.2.7** Where a lack of conformity substantiality affects the performance of the package and Club Med fails to remedy the lack of conformity within a reasonable period the GM may terminate the contract without paying a termination fee and where appropriate is entitled to a price reduction or compensation for damages.

**9.2.8** If Club Med is unable to make alternative arrangements or the GM rejects the proposed alternative arrangements, the GM is entitled to a price reduction or compensation for damages without terminating the contract.

**9.2.9** If the package includes the carriage of passengers, Club Med shall, in the cases referred to in clauses 9.2.7 and 9.2.8, also provide repatriation of the GM with equivalent transport without undue delay and at no extra cost to the GM.

**9.2.10** Where Club Med is unable to ensure the GM's return as agreed in the contract because of unavoidable and extraordinary circumstances, Club Med shall bear the cost of necessary accommodation, if possible of equivalent category (a) for a period not exceeding 3 nights per GM; or (b) where a different period is specified in the Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, for the period specified in that legislation.

However, Club Med® cannot be held responsible for the lack of conformity which is attributable to the G.M®, to a third party unconnected with the provision of a service included in the Package or for exceptional and unavoidable circumstances.

### **9.3 Difficulties encountered on site by the G.M®**

In case of difficulty on site, the traveller can ask for help from the reception of the Village or from any other contact specified on his/her sales contract.

## **10. Valuables**

During your stay, do not leave any valuables, identity documents or jewellery unattended in your accommodation.

Club Med® cannot be held responsible for stolen valuables or jewellery not deposited in the safe of the room or in the Resort's main safe. In case of theft of these items, unless the fault of Club Med® is proven, the Club Med® insurance can only be implemented in case of break-in. It is the responsibility of the G.M® to lodge a complaint with the local authorities. In no way the previously mentioned objects can be placed in the lockers made available in the Resort, whether they are locked or not. Should you be a victim of such act, please refer to the closest police station, and send us the police report when returning home. 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 are clearly labelled with your full name, flight number and your destination address. Club Med® cannot be held responsible in the event that you lose or leave behind personal items or other property on your holiday. We will always endeavour to find any lost property and return it to you if possible. We will only do so, on the understanding that Club Med® is not liable for any subsequent loss of or damage to that property. Please note that we will ask you to cover postage.

## **11. Photos**

During his/her stay, any adult or minor G.M® may be photographed (said photos representing him/her can then be purchased as souvenirs) or filmed for Resort entertainment purposes.

Any reproduction or broadcast of GM image in the Resort is punctual and subject to their prior consent. Any film or photo taken shall not be broadcasted and/or reproduced after the departure of the GM and shall be erased by the Resort within a reasonable time of the departure of the GM from the Resort

## **OTHER PROVISIONS**

### **12. Liability**

Under no circumstances can Club Med® be held responsible for circumstances of force majeure (referred to as "exceptional and unavoidable circumstances") due to third parties unconnected with the provision of services provided for in the Contract or improper performance of the Contract attributable to the G.M®. In particular, it is recalled that in "Winter Sports Destination" Resorts, Club Med® cannot be held responsible in case of the closure of the ski area due to exceptional and unavoidable circumstances. The G.M® cannot therefore claim a price reduction or compensation of any kind. It is also specified that the services (sports activities, excursions, etc.), the transportation, as well as any other activity delivered by an external provider taken at the sole initiative of the GM®, or purchased on site in addition to the Excursion Desk, are in any case the sole

responsibility of the external service providers in charge of their organisation. Therefore, Club Med® cannot be held liable in these cases.

The Wi-Fi service is subject to acceptance of the general terms and conditions of use of that service.

If the responsibility of Club Med® is called into question, such responsibility may be limited by that of its own providers by the application of international conventions, particularly the Warsaw and Montreal Conventions for air transport.

Liability, including of the airlines whose services are used in the Packages and of their agents or employees, is limited in case of damage of any kind relating to the carriage of air passengers and their luggage exclusively, as specified in their conditions of carriage in accordance with the provisions of international conventions in force on the matter (Warsaw Convention of 12 October 1929 and Montreal Convention of 28 May 1999 and/or EU Regulations No 2027/97 of 9 October 1997, No. 889/2002 of 30 May 2002 and No. 261/2004 of 11 February 2004, 1107/2006 of 5 July 2006 and 1008/2008 of 28 September 2008), which govern the liability of air carriers established in the European Union for national or international transport. In this regard, it is specified that under the aforementioned regulations, the air carrier's liability for the damage sustained, in the event of death, injury or any other bodily injury, by a traveller in an accident which takes place on board an aircraft or during any boarding operation, cannot be subject to any financial limit. It is automatically liable for 113,100 SDRs ("Special Drawing Rights", pounds equivalent on the website [http://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](http://www.imf.org/external/np/fin/data/rms_sdrv.aspx)) for damage resulting from an air transport accident, unless the carrier proves that such damage resulted from the fault of the victim.

Above that amount, the air carrier may exclude or limit its liability by proving that it or its agents have taken all necessary measures to avoid the damage, or that it was impossible for them to take such measures. The carrier shall pay, no later than 15 days after the person entitled to compensation has been identified, an advance proportionate to the material loss suffered, allowing it to meet its immediate needs, it being specified that this advance may not be less than approximately 16,000 SDR per traveller in the event of death. However, this advance does not constitute an acknowledgement of liability and may therefore be deducted, depending on the air carrier's liability, from any amounts subsequently paid. This advance is not refundable, unless the damage results from the fault of the victim or where the person is not entitled to compensation.

In case of passenger delays, cancellation of flights or a passenger being denied boarding, the air carrier is liable under the conditions and within the limits laid down in particular by EU Regulation No. 261/2004 of 11 February 2004 (applicable to passengers departing from an airport in the territory of a Member State of the European Union, to passengers departing from an airport in a third country and travelling to an airport in the territory of a Member State of the European Union, unless the passengers receive benefits or compensation and assistance in the third country concerned, if the air carrier is a Community carrier): this Regulation specifies the assistance that the carrier is required to provide to the passengers concerned and the amount of compensation to which they may be entitled. In case of passenger delays, the air carrier shall pay damages unless it has taken all reasonable measures to avoid the damage or it has proved impossible to adopt such measures. Under the aforementioned Montreal Convention, liability is limited to 4,694 SDR for delays affecting passengers. If luggage is delayed, the air carrier is liable for the damage, unless it has taken all reasonable measures to prevent it or if it was impossible to take such measures. Liability is limited to 1,131 SDR for delayed luggage. The air carrier is liable for up to 1,131 SDR for the destruction, loss or damage of luggage. In the case of checked luggage, it is liable even if there is no fault on its part, unless the luggage was defective. In the case of unchecked luggage, the carrier is only liable if it is at fault. A passenger can benefit from a higher liability limit by making a special declaration no later than at the time of check-in and by paying an additional fee. In the event of loss or damage to checked luggage and in case of delay in luggage routing, the passenger must have this noted by the air carrier before leaving the airport and obtain a receipt, then submit a written complaint to it within seven days and twenty-one days respectively as from the date on which the luggage should have been made available to him/her. If the air carrier conducting the flight is not the same as the one with which a contract was entered into, the passenger may submit a complaint or claim to either one of them. If the name or code of an air carrier is shown on the ticket, any action for damages must be brought within two years of the date of arrival of the aircraft, or following the date on which the aircraft should have landed. As the concept of civil liability (accident, incident, theft) varies from country to country according to the law, Club Med® strongly advises G.Ms® to cover themselves through individual insurance policies. Club Med® also recommends that they do not leave valuables, cash, jewellery, cameras, video cameras, keys or identification papers in their luggage entrusted to carriers and advises them, in any case, to have waterproof and locking luggage.

If Club Med® is unable to provide the return journey of the G.M® as foreseen in the Contract, due to exceptional and unavoidable reasons, the costs of the necessary accommodation (which will be in the village as a priority) will be covered by Club Med® for up to 3 (three) overnight stays.

This limitation does not apply to people with reduced mobility, their companions, pregnant women, unaccompanied minors or persons requiring special medical assistance, provided that Club Med® has been notified of their special needs at least 48 hours before the start of the Package.

In the absence of exceptional and unavoidable circumstances, these costs will be subject to the conditions referred to in Regulation No. 261/2004 establishing common rules on compensation and assistance to passengers in case of denied boarding, cancellation or long flight delays payable by the airline.

In case of misconduct by a G.M® and without prejudice to any recourse that Club Med® may exercise to compensate the damage suffered, Club Med® reserves the right to take any useful measure with regard to the offender, particularly his/her exclusion from the Resort and his/her inclusion on the "incident list".

Such a listing will imply the loss, where applicable, of any benefits that may be reserved for the G.M® and, if applicable, the cancellation of all Packages already booked for future departures. The cancellation will then be considered to be a cancellation by the G.M®.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your holiday. Our liability will also be limited in accordance with and/or in an identical manner to:

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

**(b)** Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices: Club Med SAS, Connect House, and 133-137 Alexandra Road, London SW19 7JY. Tel: 08453 67 67 67. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Please note that these refunds and/or compensation requests must be dealt with directly with the appropriate airline. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 3.3.3. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 02074536888 or [passengercomplaints@caa.co.uk](mailto:passengercomplaints@caa.co.uk).

### **13. Complaints and Arbitration**

If you have a problem during your holiday, we strongly recommend you to inform our local staff immediately who will endeavour to resolve your issues whilst you are on site. If your complaint is not resolved locally, please follow this up by writing to our Customer Relations Department at Club Med SAS, Connect House, 133-137 Alexandra Road, London SW19 7JY or email your complaint to [customer.uk@clubmed.com](mailto:customer.uk@clubmed.com). Complaints must be received within 28 days of the completion of your holiday quoting your membership and file numbers. Any complaints received over the 28 days deadline as per ABTA regulations will not be investigated, unless in the case of exceptional circumstances. Please keep your letter concise and to the point as this will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow this procedure, we will be deprived of the opportunity to investigate and rectify your complaint whilst you were on site and this may affect your rights under this contract. Complaints involving personal injury or material damage insurance or civil liability will only be accepted insofar as you have obtained a written declaration from the Resort staff before your departure or from the carrier if your complaint relates to transportation arrangements organised by Club Med®.

We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than the equivalent of £5,000 per person. There is also a limit of the equivalent of £25,000 per booking. Nor does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of the equivalent of £1,000 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within twelve months of the date of return from holiday. Outside this time limit, arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA/IDRS Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

### **14. Data Protection**

This clause is a summary of our privacy policy which you can read in full at <https://www.clubmed.co.uk/privacy-policy>

By making a booking with us, we will process the personal information we receive from you (about you and the people travelling with you), in the following ways: to enable us to arrange the travel services you have booked (which will include passing your information to third party suppliers, such as airlines, and our technology partners to administer the services we provide, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); for our own market research and analysis purposes; for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as banks and credit card companies, or the police); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by emails if you have agreed to receiving marketing, or if we are providing you with offers and information on similar products and services to those you have purchased (and you have not have opted out

of such marketing). We may need to collect information from you (or the people travelling with you), that is sensitive personal data because it relates to a medical condition or dietary requirement. When you give us this information you agree to allow us to process this and pass this to our service providers where necessary to make the arrangements you require, such as airlines (to provide in-flight catering and any special requirements you have) or our travel insurance provider if you purchase insurance from us. If you wish to make a data subject access request for a copy of any personal data we hold on you please write to: Club Med®, Customer Relations Department, Connect House, 133-137 Alexandra Road, SW19 7JY London. The right of access to the information collected in relation to an insurance policy purchased from us can be exercised by contacting Marsh at the following address: Tour Ariane, La Défense 9, 92088 Paris La Défense Cedex, France.

## 15. Insurance

Assistance included in your Club Med® Package is provided by EUROP ASSISTANCE and not by Club Med®. Any registration with Club Med® or through a travel agent gives the G.M® benefits from EUROP ASSISTANCE, which cover assistance to persons during their stay or travel (including during Club Med® transport), as well as during the personal journeys of G.M® to go there or come back. The following insurance cover from Generali Assurances applies to G.Ms® as part of their Club Med® Package. However, G.Ms® are strongly advised to take out additional insurance. For any insurance claims related to insurance cover, as well as for any information, G.Ms® may contact the insurance broker:

MARSH - Tour Ariane - La Défense 9 - 92088 Paris La Défense Cedex, France - Tel.: +33 (0) 820 90 00 79 - Fax: +33 1 41 34 59 04 or his/her personal insurer or insurance broker. In this regard, Club Med® offers the ability to take out additional insurance covering the risks incurred during your trip including, but not limited to: cancellation, luggage, skiing, medical expenses. For details of this offer, please refer to the "Écran Total®" and "Ski Zéro Souci®" optional insurance pages, or give us a call directly.

### 15.1 Covered as part of your Club Med® Package

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

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

**15.1.2** Accidental Death capital: £25,000. For people aged between 17-65 years old. For people aged 16 years old and under or over 75 years old, Accidental Death capital: £1000.

**15.1.3** Permanent disability following an accident. Capital for total and permanent disability: £25,000 (which can be reduced according to the degree of disability as decided by a medical expert). Allocated to persons under 65 years of age.

**15.1.4** The cost of stay (hotel, restaurant, extension of stay at Club Med®, taxi) cannot under any circumstances, be covered under the insurance guarantees with Generali. Any query regarding the cover with Generali should be directed to Marsh, the insurance brokers, at the following address: Tour Ariane, La Défense 9, 92088 Paris La Défense Cedex, France.

For any more information about our insurance policy, we kindly recommend you to visit our Travel Insurance terms and conditions and our Policy summary available on our website <https://www.clubmed.co.uk/l/Travel-insurance>.

### 15.2. Exclusion case and exceptional and unavoidable circumstances

EUROP ASSISTANCE can never substitute the local authorities in emergencies.

The following cases are excluded or may not give rise to support:

- The consequences of infectious risk situations in an epidemic context; exposure to infectious biological agents; exposure to chemical warfare agents, exposure to incapacitating agents, exposure to residual nerve or neurotoxic agents that are subject to quarantine or preventive measures or specific monitoring by the international health and/or local health authorities of the country in which you reside and/or country of origin,
- The consequences of intentional acts on your part or the consequences of fraudulent acts, suicide attempts or suicides,
- The use of medicines, drugs, narcotics and similar products not medically prescribed, as well as alcohol abuse,
- Pre-existing, diagnosed and/or treated medical conditions and/or diseases and/or injuries having resulted in continuous hospitalisation, day hospitalisation or outpatient hospitalisation in the 6 months preceding any request, whether it is a manifestation or aggravation of said condition,
- Costs incurred without our consent, or not expressly provided for in these General Terms of the contract,

- Costs not justified by the original documents,
- Incidents occurring in countries excluded from the contract warranty or outside the dates of validity of the contract, particularly beyond the duration of the planned trip abroad,
- The consequences of incidents occurring in the course of motorised events, races, or competitions (or their trials), subject to the prior authorisation of the public authorities by the regulations in force, when you participate as a competitor, or during circuit trials subject to the prior approval of the public authorities, even if you use your own vehicle,
- Journeys undertaken for the purpose of medical diagnosis and/or treatment or cosmetic surgery intervention, their consequences and the resulting costs,
- The organisation and management of the transport referred to in the “Transport/repatriation” paragraph for minor ailments that can be treated locally and that do not prevent you from continuing your trip,
- Requests for assistance relating to medically assisted procreation or abortion, their consequences and the resulting costs,
- Requests relating to procreation or pregnancy on behalf of third parties, their consequences and the resulting costs,
- Medical equipment and prostheses (dental, hearing, medical),
- Spa treatments, their consequences and the resulting costs,
- Medical expenses incurred in your country of residence,
- Scheduled hospitalisations, their consequences and the resulting costs,
- Optical costs (glasses and contact lenses for example),
- Vaccines and vaccination fees,
- Medical check-ups, their consequences and related costs,
- Aesthetic interventions, their possible consequences and the resulting costs,
- Stays in convalescent homes, their consequences and the resulting costs,
- Rehabilitation, physiotherapy, chiropractics, their consequences and the resulting costs,
- Medical or paramedical services, the purchase of products whose therapeutic nature is not recognised by UK law and the related costs,
- Check-ups concerning preventive screening, regular treatments or analyses, their consequences and the resulting costs,
- The organisation of search and rescue operations for people at sea or in the mountains,
- The organisation of search and rescue operations for people in the desert, as well as the related costs,
- Costs related to excess luggage during air transport and the transport costs when luggage cannot be carried with you,
- Travel cancellation costs,
- Restaurant expenses,
- Customs duties.
- Civil or foreign wars, riots, popular movements,
- The voluntary participation of an Insured party in riots or strikes, brawls or assaults,
- The consequences of the disintegration of an atomic nucleus or any radiation from a radioactive energy source,
- Except for derogations, an earthquake, a volcanic eruption, a tidal wave, a flood or a natural cataclysm
- The consequences of the use of medicines, drugs, narcotics and similar products not medically prescribed, as well as alcohol abuse,
- Any intentional act on your part that may invoke the warranty under the contract.

Carriers of persons (including airlines) may impose restrictions for people with certain pathologies or for pregnant women up to the start of the transport, which are subject to change without notice (for airlines: medical examination, medical certificate, etc.).

As a result, the repatriation of these persons can only be carried out subject to the non-refusal by the carrier, and of course, subject to the absence of an adverse medical opinion as provided for and in accordance with the terms set out in the “Transport/repatriation” paragraph regarding the health of the Insured party or the unborn child.

### **15.3. Complaints**

EUROP ASSISTANCE gives the address of its registered office as its address for service. In case of complaint or dispute, you can contact the EUROP ASSISTANCE Customer Feedback Service- 1, promenade de la Bonnette - 92633 Gennevilliers Cedex, France. If the processing time exceeds 10 working days, an interim letter will be sent to you within that period. A written response to the complaint will be sent within a maximum of 2 months of the date of receipt of the initial complaint.

### **15.4. Data protection**

All information collected by EUROP ASSISTANCE FRANCE, 1, promenade de la Bonnette, 92633 Gennevilliers Cedex, France, when subscribing to one of its services and/or when performing the services is necessary to fulfil the commitments we make to you. In the absence of a response to the requested information, EUROP ASSISTANCE will be unable to provide you with the service you wish to subscribe to.

This information is only available to the EUROP ASSISTANCE FRANCE services in charge of your contract and may be transferred to EUROP ASSISTANCE FRANCE service providers or partners for the sole purpose of carrying out the service.

EUROP ASSISTANCE FRANCE also reserves the right to use your personal data for quality monitoring or statistical study purposes. EUROP ASSISTANCE FRANCE may be required to disclose some of your data to the partners who established this assistance guarantee.

You have the right to access, modify, correct and delete your information by writing to: EUROP ASSISTANCE FRANCE - Customer Feedback Service - 1, promenade de la Bonnette, 92633 Gennevilliers Cedex, France.

If for the purposes of carrying out the requested service, your information is transferred outside the European Union, EUROP ASSISTANCE FRANCE will take contractual measures with the recipients in order to secure that transfer.

In addition, the Insured parties are informed that telephone conversations they may have with EUROP ASSISTANCE may be recorded to monitor the quality of services and for staff training.

Those recordings will be kept for a period of 2 months. Insured parties may object to this by expressing their refusal to their contact person.

## **16. Optional Travel Insurance**

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

## **17. Website**

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

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

Club Med® does everything it can to provide pictures and illustrations allowing the G.M® to have a preview of the services proposed. These pictures and illustrations aim to give an idea of the services category, but do not engage Club Med® beyond this object.

## **18. Safety and Security**

You acknowledge and accept, and will ensure that all travellers acknowledge and accept that:

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

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

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

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

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

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

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

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

Upload date: 23<sup>rd</sup> of January 2019.

## **General Terms and Conditions of Sale of Club Med®**

Published on 23 January 2019\_

General Terms and Conditions of Sale applicable to any booking of a Stay (including Club Med 2 Cruises and Tours) as from 23 January 2019 and valid until further update, with the publication date being authentic. In case of update, the new General Terms and Conditions of Sale will be available on the website <https://www.clubmed.co.uk>. These conditions supersede, as from the same date, the previous General Terms and Conditions of Sale.