



**CLUB MED S.A.S. UK Branch
GENERAL TERMS AND CONDITIONS OF SALES**

These Booking Conditions, together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract Club Med S.A.S., a UK establishment with UK establishment no. BR000262 and registered office address of Connect House, 133 – 137 Alexandra Road, Wimbledon, United Kingdom SW19 7JY (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our [Privacy Policy](#) and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts that where they are not resident within the United Kingdom or within the European Union certain rights which are afforded to such residents, may not be afforded to themselves- please see clauses 17, 23, 24 and 26 for further information; and
- e. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Please Note: We act in the following capacities, as a Package Organiser in the sale of a flight inclusive and non-flight Package Holiday (please see clause 18 for further details) and as a Principal in the sale of a ‘single service’ booking (i.e. resort only). As a result our obligations to you will vary depending upon whether you book a Package with us or whether you make a single service booking. Our differing obligations are set out below, in the following separate sections:

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B contains the conditions which will apply when you make a Package Holiday booking with us where we act as the Package Organiser; and
- (C) Section C contains the conditions which will apply where you make a single-service booking with us, where we are acting as Principal.

SECTION A – APPLICABLE TO ALL BOOKINGS

This section applies to all bookings made with us. Please read this section in conjunction with the relevant section below which is applicable to your booking.

1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a deposit or full payment and we issue you with a confirmation voucher. We reserve the right to return your deposit and decline to issue a confirmation voucher at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a confirmation voucher that will confirm the details of your booking and will be sent to you or your travel agent. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Upon receipt, if you believe that any

details on the ATOL Certificate, the confirmation voucher or any other document are wrong, you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for bookings with flights).

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 90 days prior to scheduled departure, but such balance due date will be outlined in your confirmation voucher. If we do not receive this balance in full on the balance due date stated on your confirmation voucher, we will issue a request for immediate payment 24 hours following the due date and if payment is not received within a subsequent 24 hours, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

Payment of your booking can be made by debit, credit card, bank transfer or PayPal.

For bookings made within fourteen (14) days of departure, we only accept payment by debit or credit card.

Payment Schedule:

	Deposit due at confirmation of booking	Balance due date
Bookings <u>without</u> flights or with our <u>charter</u> flights from London	GBP 150 per person + Membership fees (GBP 15 per person) + ATOL Fees for bookings with charter flights only (GBP 2.5 per person)	90 days before departure
Bookings <u>with</u> flights (regardless of the airline apart from our charter flights from London)	GBP 150 per person + Membership fees (GBP 15 per person) + ATOL Fees (GBP 2.5 per person) + Full cost of transport	90 days before departure

Please note, if you make a booking with us from outside the United Kingdom, full payment is due at the time of booking (regardless of when the booking is made).

2. Accuracy

We endeavour to ensure that all the information and prices on our website and provided by our virtual assistants (AI bots) on Whatsapp are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before and at the time you are making your booking.

3. Insurance

Please note, included with your booking with us, you will receive EUROP Assistance which is a type of insurance with **very limited cover**. Such cover includes for instance cover where

- injury occurs on site at the resort and which results in a hospital stay of 24 hours or more;
- death on site at the resort;

- repatriation

Please note that the above are only examples and coverage by EUROP Assistance may vary, please refer to [EUROP Assistance Terms and Conditions](#) for full details.

Please note such cover does not trigger and take effect until arrival at the resort and will only cover for the limited circumstances itemised above. **Therefore, additional adequate travel insurance is a condition of your contract with us which fully covers all your personal requirements including:**

- pre-existing medical conditions,
- cancellation charges,
- medical expenses and repatriation in the event of accident or illness where EUROP Assistance will not cover (as itemised above such as injury and/or death off site of resort, hospital stays of less than 24 hours etc.).

If you choose to travel without adequate insurance cover, we will not be liable for any losses arising, in respect of which insurance cover would otherwise have been available.

4. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “Events Beyond our Control”. For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned’s control.

5. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation voucher or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

6. Cutting your holiday short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your personal travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

7. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, you must inform the resort immediately who will endeavor to put things right.

If the problem cannot be resolved and you wish to complain further, you must complete a complaint form online using the following [link](#) or send formal written notice of your complaint to us at either at our office or via email at customer.care.uk@clubmed.com, ideally within 28 days of the end of your stay, giving your

booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 14 for further details.

8. Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

9. Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

10. Excursions

Excursions or other tours that you may choose to book or pay for **whilst** you are on holiday are not part of your original package booking and to be booked at the resort's excursion desk and paid for on site, in local currency. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

For any excursion you wish to book before your holiday (and which may be offered at the time of original booking) will be in addition to your package booking. The conditions of such additional bookings will be subject to these booking conditions unless notified otherwise by us.

11. Entry Passport, Visa and Immigration Requirements, Safety & Health Formalities

We can only provide general information regarding entry, passport, visa, health and immigration requirements health formalities applicable to your Package itinerary. It is your responsibility to check such

requirements (in good time before departure), in order to make your decisions and/or fulfill such requirements and check any information regarding your destination or country(ies) through which you are travelling. While we do our utmost to maintain our website up to date we cannot be held responsible for any missing information regarding entry passport, visa and immigration requirement or safety and health formalities.

Such information which you may need to check includes (but is not limited) passport requirements including (but not limited to) how valid your passport must be after return date or whether your passport must be machine readable (for USA travel).

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though **it is your responsibility to check and see if such body would be relevant to yourself.**

- the Foreign, Commonwealth and Development Office (“FCDO”, <https://www.gov.uk/travelaware>) (applicable to UK residents);
- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>);
- The Department of Foreign Affairs (“DFA”) (applicable to Irish residents);
- Embassies, High Commission and/or Consulates;
- own doctor.

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

12. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

13. Jurisdiction and Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

14. ABTA

We are a Member of ABTA, membership number V6608. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

15. Membership

Upon making a booking with us, you will be enrolled into our membership programme (“Membership”) and the annual sum for the Membership is added to the total booking price (“MF”). If you choose to cancel your booking, your MF will not be refunded. Membership fees must be paid for each traveller aged 2+ in the amount of GBP 15.00 per person. The membership annual fee is payable on the day of booking the Package and is valid for a period of twelve (12) months as from that date, for all bookings made only with Club Med UK branch during that period.

16. General Information

Please note this clause 16 is subject to change and you are responsible for checking your confirmation voucher for the most up-to-date details related to your holiday.

(1) Check-in & Check-out

Check-in commences from 16:00 on the day of arrival and ceases at 10:00 (local time of destination) on the day of departure for all bookings unless different information are specified on your confirmation voucher. You are entitled to stay and use the resort included in your booking until 15:00 on the day of departure and lunch on the day of the departure is included as part of your booking.

(2) Activity Availability

Certain services advertised on our website (i.e. sport activities) may not be offered on certain dates. The precise dates of these services are available with your Travel Agent, on our website or you can contact us at +44 (0)3453 67 67 67.

(3) Flights Check-In

For those booking flights with us, it is mandatory you check-in online directly through the airline website and present your passport and boarding pass at the airline check-in desk. Failure to do so may result in additional fees imposed by the airline and/or denial of boarding.

Please note that for our charter flights, check-in can only be done at the airport at the airline check-in desk.

(4) Club Med Representative

Please note that there will be no Club Med representative at the airport on your homeward bound journey, but there will be a representative upon your arrival. For any queries, please contact the resort using the number provided on your confirmation voucher.

Residents Outside of United Kingdom & European Union

Where a United Kingdom resident books a Package with us, such Packages are governed by the Package Travel and Linked Travel Arrangements Regulations 2018, as amended (“PTRs”) which confirms that certain rights are required to be afforded to consumers by us. **Please note, where you are not a United Kingdom resident, such rights may not be afforded to your booking. Please contact us for further information.**

Where a European Union resident books a Package with us, such Packages are governed by The Package Travel Directive (2015/2302/EU) (“EU Travel Directive”) which confirms that certain rights are required to be afforded to consumers by us. **Please note, where you are not a European Union resident, such rights may not be afforded to your booking. Please contact us for further information.**

SECTION B: PACKAGE HOLIDAY BOOKINGS

This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see condition 18 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.

17. Definition Of A Package Holiday

Where your booking is for a Package that we have organised, as defined below, we will act as a “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018, as amended (“PTRs”), as outlined in this Section B of these Booking Terms and Conditions.

A “Package” exists if you book a combination of at least two different types of the following separate travel services, for the purpose of the same trip or holiday:

- (a) Transport (please note that transfers from and to our resorts are not considered in this transport section);
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); or
- (d) any other tourist service not intrinsically part of one of the above travel services;

provided that those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term.

IMPORTANT NOTE: Please note that:

- a. where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or
- b. where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a Package where the tourist services:
 - do not represent at least 25% of the value of the package and are not advertised as, and do not otherwise represent, an essential feature of the package; or
 - are selected and purchased after the performance of the transport or accommodation has started.

These bookings will be treated as “Single Service” bookings and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

18. Pricing of Package Holiday

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel

arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above (i), (ii) or (iii), then any refund due will be paid to you less an administrative fee of £50 per person. 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.

Please note that if the price of unsold packages is cheaper than the one you have booked (exact same package) you are not entitled to a refund and/or price match unless if due to one of the changes mentioned above.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

19. If You Change Your Booking & Transfers of Bookings

Changes

If you wish to change any part of your booking after our confirmation voucher has been issued, you must inform us by calling us at +44 (0) 3 453 676767 or by email to support.uk@clubmed.com as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change.

All changes must be requested not less than 7 days before departure in order to be actioned, after that date we won't accept any further changes. Please note that if the email is received after 17:00, it will be deemed to have been received the following working day.

Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person, per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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.

Changes to alternative resorts is allowed if the dates remain the same, subject to availability. Changes to alternative dates is not allowed and will be considered as a cancellation of the initial booking unless your new departure date is 7 days prior or after your original departure date.

Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 21.

Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer (such as but not limited to airlines fees for the transfer); and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 21 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements (such as flights).

20. If You Cancel Your Package Holiday Before Departure

If you or any other member of your party decides to cancel your confirmed booking you must notify us in by writing by email to support.uk@clubmed.com. Your notice of cancellation will only take effect when it is received and will be effective from the date on which we receive it. If the email is received after 17:00, it will be deemed to have been received the following working day.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
81 days or more	Deposit (including full cost of flights if applicable) + MF + ATOL fees
Between 80 days – 15 days	50% of holiday cost + MF + ATOL fees
14 days – 4 days	90% of holiday cost + MF + ATOL fees
Less than 3 days	100% of holiday cost (to include MF and ATOL fees)

Please note that your membership fees (please see clause 16 for further detail) and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your personal insurance policy, you may be able to reclaim these charges directly to your insurance provider.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us. In the event where we are not able to deduct the cancellation charge(s) from the money you have already paid to us, you will be liable for the payment of the cancellation fees within 24h when you receive the cancellation voucher.

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your holiday destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. You must be able to show at the time you wish to cancel that there is no reasonable possibility of your trip going ahead, in order to rely on this clause.

For the purposes of this clause, “unavoidable and extraordinary circumstances” may include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of serious

disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which significantly affect travel to the travel destination as agreed in the package travel contract.

This clause 21 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 .

21. If We Change or Cancel Your Package Holiday

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers and change of arrival airport. Please note that carriers may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- (d) A change of UK departure airport **except between:**
 - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - II. The South Coast airports: Southampton, Bournemouth and Exeter
 - III. The South Western airports: Cardiff and Bristol
 - IV. The Midlands airports: Birmingham and East Midlands
 - V. The Northern airports: Liverpool, Manchester and Leeds Bradford
 - VI. The North Eastern airports: Newcastle and Teesside
 - VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- (e) A change of arrival airport **except between:**
 - I. The Alps airports: Geneva, Lyon, Grenoble, Chambery
- (f) A significant change to your itinerary, missing out one or more destination entirely.

Cancellation: We will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

Compensation:

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us* (per person)
Between 30 days – 15 days	£30
Between 14 days – 4 days	£40
Less than 3 days	£50

*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 30 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 4).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

22. Our Responsibilities For Your Package Holiday

- (1)** We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under:
- a. the PTRs for United Kingdom residents; and
 - b. The EU Travel Directive for European Union residents

as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your confirmation voucher and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation voucher and the information we provided to you regarding the services prior to booking.

- (2)** We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- (3)** We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- (a) the acts and/or omissions of the person affected; or
 - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - (c) Events Beyond Our Control (as defined in clause 4).

- (4)** We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your personal insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- (b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- (c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
- i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions by emailing us at support.uk@clubmed.com. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
 - ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
 - iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or the resort for the complaint or claim in question.
- (5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation voucher and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (6) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (8) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;

- (b) relate to any business;
- (c) indirect or consequential loss of any kind.

(9) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example, any excursion you book whilst away, or any service or facility which any other supplier agrees to provide for you.

(10) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

23. Insolvency Protection For Your Package Holiday

Please note clause 24(A) only applies to those who reside either within the United Kingdom.

A.)

We provide financial security for flight-inclusive [packages and ATOL protected flights] by way of our Air Travel Organiser’s Licence number 1020, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product from us you will receive an ATOL Certificate. 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

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 some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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.

Please note clause 24(B) only applies to those who reside either within the United Kingdom or for those who reside within the European Union.

B.)

If you book arrangements other than an air holiday Package from the website and/or online, your money is protected by way of an insurance policy with International Passenger Protection Limited.

These General Terms and Conditions of Sale are governed by English law, and subject to 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.

In accordance with the local applicable law in the country of residence of the passenger(s) booking with Club Med SAS UK Branch are fully protected for the initial deposit and subsequently the balance of all monies received by Club Med SAS UK Branch, including repatriation costs and arrangements, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Club Med SAS UK Branch.

The respective laws accordingly to the country of residence of the passenger(s) usually only requires us to provide cover for Package & Linked Travel Arrangements, there is no requirement for Financial Protection of day trips or single elements, and none is provided unless the local law requires such. If you have questions on this then please contact Club Med SAS UK Branch.

Club Med SAS UK Branch has taken out an insurance provided by International Passenger Protection Ltd (IPP) with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

This insurance is only valid for passengers who book and pay directly with/to Club Med SAS UK Branch.

In the event of our insolvency please make contact as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

For UK & Worldwide excluding EU Passengers

IPP Claims at Sedgwick

Telephone: +44 (0)345 266 1872

Email: Insolvency-claims@ipplondon.co.uk

or online at <http://www.ipplondon.co.uk/claims.asp>

For EU Passengers

IPP Claims at Sedgwick

Telephone: +31 103120666

Email: ippclaims@nl.sedgwick.com

or online at <https://www.ipplondon.co.uk/claims.asp>

24. Prompt Assistance For Your Package Holiday

If, whilst you are on holiday, you find yourself in difficulty for any reason, our resort team will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

25. Delays, Missed Transport Arrangements and other Travel Information

Please note this clause is only applicable to residents of the UK. We recommend checking with your local authority to see what rights you may have in regard to airlines and flights.

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 4 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown on our website and detailed on your confirmation voucher are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. Your confirmation voucher will have the booking reference applicable to your flight, You are responsible to check-in to your flight and monitor flights timings directly with the airline, using this booking reference.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK.

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 travel arrangements.

26. Advance Passenger Information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

SECTION C – SINGLE SERVICE BOOKINGS

This section applies to all single service bookings that you make with us (e.g. resort only) when we are acting in a Principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.

27. If You Change Or Cancel Your Single Service Booking

Changes

If you wish to change any part of your booking after our confirmation voucher has been issued, you must inform us by calling us at +44 (0) 3 453 676767 or by email to support.uk@clubmed.com as soon as possible.

This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change.

All changes must be requested not less than 7 days before departure in order to be actioned, after that date we won't accept any further changes. Please note that if the email is received after 17:00, it will be deemed to have been received the following working day.

Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person, per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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.

Changes to alternative resorts is allowed if the dates remain the same, subject to availability. Changes to alternative dates is not allowed and will be considered as a cancellation of the initial booking unless your new departure date is 7 days prior or after your original departure date.

Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 21.

Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 21 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

Cancellations: If you, or any member of your party, decides to cancel your booking once you must notify us by email at support.uk@clubmed.com. Your notice of cancellation will only take effect when it is received and will be effective from the date on which we receive it. If the email is received after 17:00, it will be deemed to have been received the following working day. The person to notify us of any cancellation must be the same person that originally signed the booking form.

Should one or more member of a party cancel, it may increase the per person price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
81 days or more	Deposit + MF
Between 80 days – 15 days	50% of holiday cost + MF
14 days – 4 days	90% of holiday cost + MF
Less than 3 days	100% of holiday cost (to include MF)

Please note that your membership fees (please see clause 15 for further detail) and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges directly to your insurance provider.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us. In the event where we are not able to deduct the cancellation charge(s) from the money you have already paid to us, you will be liable for the payment of the cancellation fees within 24h when you receive the cancellation voucher.

This clause 28 outlines the rights you have if you wish to cancel your single service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

28. If We Change Or Cancel Your Single Service Booking

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you unless you accept alternative arrangements proposed by us. **We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.**

Very rarely, we may be forced due to Events Beyond Our Control (please see clause 4) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

29. Our Responsibilities for your Single Service Booking

- (1) Subject to the remainder of this condition, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - (a) the act(s) and/or omission(s) of the person(s) affected; or
 - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this condition:**

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

- (4) It is a condition of our acceptance of liability under this condition that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

30. Insolvency Protection

If you book arrangements other than an air holiday Package from the website and/or online, your money is protected by way of an insurance policy with International Passenger Protection Limited. This protection protects Package Travel and Linked Travel Arrangements turnover (as principle) including single elements.

These General Terms and Conditions of Sale are governed by English law, and subject to 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.

In accordance with the local applicable law in the country of residence of the passenger(s) booking with Club Med SAS UK Branch are fully protected for the initial deposit and subsequently the balance of all monies received by Club Med SAS UK Branch, including repatriation costs and arrangements, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Club Med SAS UK Branch.

The respective laws accordingly to the country of residence of the passenger(s) usually only requires us to provide cover for Package & Linked Travel Arrangements, there is no requirement for Financial Protection of day trips or single elements, and none is provided unless the local law requires such. If you have questions on this then please contact Club Med SAS UK Branch.

Club Med SAS UK Branch has taken out an insurance provided by International Passenger Protection Ltd (IPP) with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

This insurance is only valid for passengers who book and pay directly with/to Club Med SAS UK Branch.



In the event of our insolvency please make contact as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

For UK & Worldwide excluding EU Passengers

IPP Claims at Sedgwick

Telephone: +44 (0)345 266 1872

Email: Insolvency-claims@ipplondon.co.uk

or online at <http://www.ipplondon.co.uk/claims.asp>

For EU Passengers

IPP Claims at Sedgwick

Telephone: +31 103120666

Email: ippclaims@nl.sedgwick.com

or online at <https://www.ipplondon.co.uk/claims.asp>