

## **General Terms and Conditions of Sale**

**Our general terms and conditions of sale comply with the provisions of article R.211-12 of the French Tourism Code. In order to meet our legal terms and conditions, we will reproduce articles R.211-3 to R.211-11 of said Code.**

**Art. R.211-3** - Subject to the exclusions set out under the third and fourth paragraphs of article L.211-7, offers and sales of travel and holiday services shall entail the delivery of appropriate documentation which complies with the rules set forth in this document. In the event of air tickets or scheduled travel tickets being sold not accompanied by services related to that travel, the vendor shall deliver to the purchaser one or more tickets for the whole journey issued by the carrier or under its responsibility. In the case of on-demand carriage, the name and address of the carrier on whose behalf the tickets are issued must be mentioned. Separate invoicing of the various elements of one and the same tourist package shall not release the vendor from the obligations placed on it under this section.

**Art. R.211-3-1** – The exchange of pre-contractual information or the issuing of contractual terms and conditions is carried out in writing. They may be sent by e-mail under the terms and conditions of validity and the procedure detailed in articles 1369-1 to 1369-11 of the civil code. The name or corporate name and the address of the vendor, as well as details of their registration are given in the register, detailed in (a) of article L.141-3 or, where applicable, the name, address and details of registration of the federation or union are given in the second paragraph of article R.211-2.

**Art. R.211-4** - Before finalising the contract, the sales organisation must inform the customer of prices, dates and other details concerning services available during the holiday such as:

1. The destination, means, characteristics and categories of transport used;
2. Type of accommodation, location, standard of comfort and principal characteristics, type approval and tourist classification corresponding to the usages and regulations of the host country;
3. Restaurant services offered;
4. Description of the itinerary in the case of a tour;
5. The administrative and health formalities to be completed by nationals or by members of another European Union or from a State that has signed the European Economic Area agreement, in particular in the event of crossing borders and the time required to complete them;
6. Visits, excursions and other services included in the package or available at an additional cost;
7. Any minimum and/or maximum size of the group for the holiday or trip and, if the trip or holiday depends on a minimum number of participants, the final date for informing the consumer in the event of the trip or holiday being cancelled; this date must be set no later than twenty-one days prior to departure;
8. The amount or percentage of the price to be paid by way of deposit on conclusion of the contract and the timetable for paying the balance;
9. The price review procedures as specified in the contract pursuant to article R.211-8;
10. Cancellation conditions of a contractual nature;
11. The cancellation conditions specified in articles R.211-9, R.211-10 and R.211-11;
12. Information on taking out an optional insurance policy covering the consequences of certain circumstances of cancellation or an assistance policy covering certain specific risks, in particular the cost of repatriation in the event of an accident or illness;
13. If the contract includes air travel services, the information specified in articles R.211-15 to R.211-18 for each leg of the flight.

**Art. R.211-5** - Prior information given to the consumer shall be binding for the vendor unless within it the vendor expressly reserves the right to change certain elements. In such cases the vendor must clearly indicate how that change takes place and which elements it affects. In any event, changes made to such prior information must be given to the consumer before the contract is concluded.

**Art. R.211-6** - The contract concluded between the vendor and the purchaser must be in writing, produced in duplicate, one copy of which is to be given to the purchaser, and signed by both parties. When the contract is agreed via e-mail, articles 1369-1 to 1369-11 of the civil code apply. The contract must include the following clauses:

1. The name and address of the vendor, its guarantor and insurance company as well as the name and address of the organiser;
2. The destination or destinations of the journey and, in the event of a split holiday, the various periods and their dates;
3. The types, characteristics and categories of transport used, departure and return dates and venues;
4. Accommodation, situation, main features and degree of comfort and tourist ranking in accordance with regulations or common standards in the host country;

5. Restaurant services offered;
6. Itinerary in the case of a tour;
7. Visits, excursions and other services included in the package or stay;
8. The total price of the invoiced services and an indication of any review of this invoicing in accordance with the provisions of article R.211-8;
9. An indication, if appropriate, of any fees or charges relating to certain services such as landing, boarding or disembarkation charges in ports and airports, tourist taxes if these are not included in the price of the service(s) supplied;
10. The last instalment paid by the buyer may not represent less than 30 % of the overall price of the journey or holiday and must be made when documents validating the journey or holiday are handed over;
11. Any particular conditions requested by the purchaser and accepted by the vendor;
12. The methods by which the purchaser may legally claim for non-execution or poor execution of the contract; claims are to be made as soon as possible, by any means enabling an acknowledgement of receipt to be received from the vendor and, as appropriate, sent in writing to the journey organiser and to the service provider concerned;
13. The last date for informing the purchaser of the cancellation of the travel or holiday by the vendor where the travel or holiday is dependent on a minimum number of participants, in accordance with the provisions of para. 7 of Article 211-4;
14. Cancellation conditions of a contractual nature;
15. The cancellation conditions specified in Articles R.211-9, R.211-10 and R.211-11;
16. Details about the risks covered and the amount of cover of the insurance policy covering the consequences of the vendor's professional liability;
17. Information concerning the insurance contract covering the consequences of certain cancellations taken by the purchaser (policy number and insurer name), in addition to those concerning the assistance contract covering certain individual risks, in particular repatriation costs in the event of sickness or accident; in this case, the vendor must provide the purchaser with a document listing, at the minimum, the risks covered and those excluded;
18. The final date for informing the vendor in the event of the purchaser transferring the contract;
19. An undertaking to provide the purchaser with the following information at least ten days before the scheduled departure date:
  - a) the name, address and telephone number of the seller's local representative or failing this, the names, addresses and telephone numbers of local bodies that may be able to assist consumers, or failing this a telephone number through which the seller may be contacted without delay;
  - b) for minors travelling and staying abroad, an address and telephone number via which the minor and/or the person in charge of them at the location of their stay may be contacted;
20. The clause covering penalty-free cancellation and refund of sums paid by the purchaser in the event of failure to provide information as required in clause 13 of article R.211-4;
21. The commitment to supply the purchaser, in the time requested prior to the start of the trip or stay, departure and arrival times.

**Art. R.211-7** - The purchaser may transfer his contract to a transferee who fulfils the same conditions as himself in respect of taking the travel or holiday as long as the contract has not yet come into force. In the absence of more favourable specifications given to transferors, they are bound to inform the vendor of their decision by any means enabling an acknowledgement of receipt to be received seven days before the start of the journey at the latest. In the case of a cruise, that time limit is increased to two weeks. Under no circumstances shall such transfer be subject to the vendor's prior authorisation.

**Art. R.211-8** - If the contract includes the express possibility of a price review, within the limits provided for in article L.211-12, it shall state the exact method of calculation of upward and downward price variations, and in particular the amount of transport expenses and related taxes, the currency or currencies which may have an impact on the price of the travel or holiday, the portion of the price to which the variation applies and the exchange rate of the currency or currencies used as a reference when establishing the price appearing in the contract.

**Art R.211-9** – Where, before the purchaser's departure, the vendor needs to make changes to an essential element in the contract, for example a significant increase in price, and where the vendor is in breach of the obligation to inform set out in Article R211-4 paragraph 13, the purchaser may, without prejudice to action for compensation for loss that may be suffered and having been informed of it by the vendor by any means enabling an acknowledgement of receipt to be obtained; - either cancel their contract and secure an immediate refund of any monies paid, without penalty;

- or accept the modification or the substitution trip proposed by the vendor; an amendment to the contract listing the modifications made is then signed by the parties; any reduction in the price will be deducted from any remaining sums due by the purchaser and, if the payment already made by the purchaser exceeds the price of the modified service, the remainder must be repaid before the departure date.

**Art. R.211-10** - In the case set out in article L.211-14 when, before the departure of the purchaser, the vendor cancels the trip or the holiday, he must inform the purchaser by any means allowing them to obtain proof of delivery; the purchaser, without relinquishing their rights to any claims on damages to them, will obtain immediate and full reimbursement from the vendor with no penalties; in this case, the purchaser will receive compensation at least equal to that which they would have been subject to if they had cancelled the trip on this date. The provisions of this article shall not impede the conclusion of an amicable agreement whereby the purchaser accepts a replacement trip or holiday offered by the vendor.

**Art. R.211-11** - If, after the purchaser's departure, the vendor is unable to provide a preponderant part of the services provided in the contract, representing a not insignificant percentage of the price paid by the purchaser, the vendor must immediately take the following action without prejudice to any claim for reparation of any loss suffered:

- either offer services to replace the initial services, bearing any additional cost and, if the services accepted by the purchaser are of inferior quality, the vendor must refund the price difference as soon as he returns;

- or offer other services to replace those initially planned, bearing any additional costs; if the services accepted by the purchaser are of a lower standard, the seller must reimburse the difference in price to the purchaser as soon as they return home; or, if he cannot offer any replacement service or if they are rejected by the purchaser on valid grounds, provide the purchaser, at no additional cost, travel tickets so that he can return to the point of departure or to another venue accepted by both parties under conditions deemed to be equivalent.

The provisions of this article are applicable in the event of non-adherence to the obligation set out in the paragraph 13 of article R.211-4.

## Particular terms and conditions of sale

### ARTICLE 1 - BOOKING / PAYMENT

#### 1.1 - Registration and booking terms and conditions

All reservation infers acceptance of the general terms and conditions of sale and should be accompanied by a payment including:

● administration fees for Maeva, Pierre & Vacances, and Pierre & Vacances Premium: up to a maximum of €50 per booking for all stays.

● a deposit equivalent to:

- 30% of the overall price of your booking and any additional services, whether included or not, in particular meals, children's clubs, sporting activities, etc.

- 100% of the total cost of transport services (flights, transfers, car hire, rail travel, etc.), administrative costs and insurance premiums you wish to take out.

#### 1.2 - Premium facility

- From the date of payment of the administration fees and the deposit up until, and including, the 31<sup>st</sup> day prior to your stay, you benefit from a premium facility. If you take advantage of this, the fees will be reimbursed **but administration fees and a cancellation fee of €50 will still be due to PVCP.**

. The total amount of insurance is payable upon reservation and cannot be reimbursed.

- Your attention is drawn to the fact that business relating to the organisation and sale of travel and holidays for a specific date and/or period is not subject to the fourteen-day "cooling-off" period which applies to other forms of long-distance selling.

**Particular situation:** you benefit from a premium facility up until the 3<sup>rd</sup> day prior to your arrival for any reservation made with an Aparthotel Adagio or Adagio Access.

#### 1.3 - Payment of the balance

The full price of your booking plus any additional services is payable:

- 30 days before the start of your holiday in a tourist residence,

- or immediately for any last-minute reservation on the basis of our specific offers.

The full price must have been paid before PVCP can send your travel documents (including your rental contract or accommodation slip, description of the location, plane tickets, etc.).

You will thus be committed to the sale from the 30<sup>th</sup> day before your stay. **PVCP** is committed to the booking once the booking confirmation has been issued. The customer is liable for all recovery costs. If you have not paid the full balance within the specified timeframe and you

have not used your right to withdraw, PVCP reserves the right to cancel the sale from the 30<sup>th</sup> day before your stay depending on your reservation and may apply the cancellation conditions drawn up for this event and defined hereafter as a consequence.

#### 1.4 - Methods of payment

• For all call centre bookings:

- up to the 30<sup>th</sup> day before your stay, you can pay by credit/debit card\*, cheque\*\*, bank transfer\*\*\* or holiday vouchers\*\*\*\*

- less than 30 days before your stay, you must settle the full amount by credit/debit card\* or with holiday vouchers\*\*\*\* according to the conditions below. Cheques are not accepted.

• For all on-line bookings:

- credit/debit card\*, PayPal, Ideal (only available via the Dutch website)

- NB: payment by customers living outside France must be by credit/debit card or international bank transfer accompanied by a reservation number.

**Settlement by credit/debit cards (\*) on our payment site <https://paiement.pierreetvacances.com> or in your customer space**

Payments are to be sent to the following address: PV-CP DISTRIBUTION – Gestion des Ventes, BP 291, 75921 PARIS Cedex 19, France.

(\*) Bank cards accepted: Visa, Eurocard / MasterCard, American Express.

(\*\*) Cheques accepted: bank cheques, holiday and gift vouchers

(\*\*\*) Bank transfer details: IBAN FR76 3000 7000 1100 0211 0640 664 / BIC NATXFRPPXXX.

(\*\*\*\*) Gift vouchers from approved partners (subject to conditions to be confirmed by the vendor) - guarantee: All voucher bookings less than 30 days before your stay must be guaranteed by a credit/debit card number that is valid on the start date of your stay and a payment of at least 30% of the total rental price. Only the balance of the reservation may be settled with gift vouchers that must be addressed by post (date as postmarked) within 5 days of your reservation. Please note that we will not reimburse overpayments in approved partner voucher value. If a stay paid for using this method is cancelled, we reserve the right to apply administration charges not exceeding 10% of the total cost of the booking and of a minimum of €10.

For all payment by means other than credit/debit card and in particular for all cash payments (excluding payments made at the reception desk of our residences), we reserve the right to apply administration charges of a minimum of €10 and not exceeding 10% of the total cost of the booking.

For the Maeva Particuliers label: for all cash payments made directly on site, we reserve the right to apply service charges of a total of €5.

**Delays in payment.** In the event of non-compliance with the aforementioned payment schedule, a late penalty may be applied by PV-CP. Penalties will be owed as of the day following the invoice deadline at a rate of 15% per annum, applied to the total amount of the invoice including VAT. A fixed penalty equal to 15% of the sums owed will also be payable in the event of contentious recovery.

#### 1.5 – Your travel file

Provided full payment has been received, you will receive your travel file 30 days before the beginning of your stay, sent either by post or electronically via a link to your PVCP account sent by email. Your travel file contains all the practical information required to help you get organised (itinerary, map, address) and the rental contract or accommodation slip as well as any booked services.

### ARTICLE 2 – PRICES

#### 2.1 - Prices

Prices charged for services are based on economic data available at the time they are set. Changes to applicable taxes may lead us to change prices for the services involved. Prices are flexible and variable according to a number of customisable criteria such as booking date, arrival date, length of stay, type of accommodation, additional services

#### 2.2 - Accommodation

Our prices include all taxes and include the provision of the accommodation, including charges (water, electricity, heating) but excluding tourist tax, miscellaneous services, optional insurance premiums and administration charges, payable on booking where applicable. We also wish to remind you that accommodation provided for a specific number of occupants on booking may in no circumstances be occupied by a larger number of people. It is reminded that young children are considered as occupying a complete space. Some of our balconies, loggias, terraces and gardens are not equipped with tables and chairs.

For residences operated by Maeva, Pierre & Vacances, and Pierre & Vacances Premium, you may choose the location of your apartment using an additional fee-based service (subject to availability). This

request must be directly addressed to the Residence's reception up to 15 days before the beginning of your stay. Unless you have subscribed to this service, we cannot guarantee a specific view or location and you will be automatically allocated an apartment.

### **2.3 - Package deals (air transport + accommodation)**

Our prices are valid but limited to available seats on regular or charter airlines (price is dependent on the departure date); they include all taxes (excluding individual taxes such as airport & security taxes or passenger charges), and include transport on regular or chartered flights (additional fees may be incurred for other departure locations), the provision of accommodation including charges (water, electricity and heating), but excluding: administration charges and, where due, tourist tax, transfer costs, optional additional services, pet charges, insurance premiums, or single occupancy room supplement for hotels. For transport, you may be offered special rates depending on the terms and conditions and availabilities at the time of booking and the economic situation at that time. Changes to the economic situation compared to that at the time of publication may include the following:

- changes in the fares themselves (due to fuel prices, extra costs invoiced, etc.),
- price supplements which **PVCP** may have to charge in the event of additional commitments arising mid-season due to the exhaustion of stocks originally on offer before your booking.

### **2.4 - Optional services**

Our accommodation rates do not include optional extra services on offer in the catalogue, on our website or on site.

### **2.5 - Snow Guarantee (Mountain destinations)**

#### **2.5.1 – Conditions of eligibility**

The Snow Guarantee is a guarantee available to all persons who booked their stay during the "Offre Première Minute" ("First Minute Offer") (from 18/05/2017 to 02/11/2017) with which you can request to cancel your booking, provided that each of the following conditions are met:

- 1) the booking must have been made directly with **PVCP**: through the [www.pierreetvacances.com](http://www.pierreetvacances.com) website, directly through **PVCP** Residences, or the booking service, and excluding those not booked directly through **PVCP**, in particular through tour operators,
- 2) the booking must concern a holiday taking place on a site of the "Pierre & Vacances" and "Pierre & Vacances Premium" brands located in the mountains, and not including partner sites and Maeva.

#### **2.5.2 – What the guarantee covers**

Subject to compliance with the terms and conditions mentioned in paragraph 2.5.1 above, you may make a claim for cancellation of your holiday in the event of a lack or excess of snow where the three following cumulative conditions are fulfilled:

- 1) the lack or excess of snow occurs in resorts located above 1,500 metres in altitude and
- 2) the lack or excess of snow occurs between the 3<sup>rd</sup> Saturday in December and the 2<sup>nd</sup> Saturday in April and
- 3) the lack or excess of snow leads to the closure of more than 2/3 of skiable runs, usually in service at the Residence of your stay, in the 5 days prior to your departure.

#### **2.5.3 – How to make the claim**

You must inform **PVCP** of your cancellation, then contact Mondial Assistance within five working days of the event covered by the guarantee. To do this, you must effect your cancellation either directly on the <https://indemnisation.mondial-assistance.fr> website or by contacting Mondial Assistance on 00 33 (0)1 42 99 03 95 (between 9am and 6pm, Monday to Friday) or by fax on: 00 33 (0)1 42 99 03 25. Mondial Assistance will send you a file to complete including a list of documents to be supplied, including documentation confirming the lack or excess of snow and the original cancellation invoice issued by **PVCP**. Next, return the file to the following address: Mondial Assistance, Service Gestion des Sinistres, DT001, 54 rue de Londres, 75394 Paris Cedex 08.

#### **2.5.4 - Total refunds**

**PVCP** will reimburse you the sums paid or retained by **PVCP** (for accommodation and services), excluding the administration fee originally charged. The compensation is paid after deduction of the excess specified in the Table of Amounts Covered. This excess is applied to all beneficiaries. All of the tourist services covered by the Snow Guarantee, whether they be additional or successive, constitute a single holiday, for which only one date of departure is taken into account: the date given by **PVCP** for the beginning of the services insured.

### **Table of cover**

<b>GUARANTEES OFFERED</b>	<b>AMOUNTS GUARANTEED</b>
Cancellation due to lack of or excess snow  Deductibles:	Subject to the terms and conditions of sale, up to €6 500 per accommodation unit and €32 000 per event  10% of cancellation fees covered to a minimum of €50 per insured accommodation

### **2.6 – Sunshine Guarantee (Sites located on French Atlantic or Normandy coasts)**

#### **2.6.1 – Eligibility Conditions**

Our accommodation prices include a sunshine guarantee promotion, only valid during the 2018 Summer Season from 05/05/2018 to 11/11/2018, excluding the period from 07/07/2018 to 02/09/2018, via which you can ask to change the site or dates of your holiday, as soon as the following cumulative conditions are met:

- 1) the initial holiday booking must have been made directly with **PVCP**: through the [www.pierreetvacances.com](http://www.pierreetvacances.com) website, directly with Pierre & Vacances, and Pierre & Vacances Premium, or through the booking service on +33 (0)891 70 1000, and excludes those not booked directly through **PVCP**, in particular through tour operators,
- 2) the booking must concern a holiday taking place on a "Pierre & Vacances, and Pierre & Vacances Premium" –branded site located on the French Atlantic or Normandy Coasts, and not including partner sites and Maeva,
- 3) the holiday booked must be for a minimum duration of seven consecutive nights,
- 4) the holiday booked must not take place between 07/07/2018 and 02/09/2018.

#### **2.6.2 – Conditions of application**

On condition of respecting the conditions covered in point 2.4.1 above, you can make a request for modification of the site or dates of your holiday under the following conditions:

- 1) The website [www.lachainemeteo.com](http://www.lachainemeteo.com) must forecast a minimum of two days of rain during the booked holiday,
- 2) Your modification request can only be made with the Booking Centre on 0891 70 1000 or with the residence where your booking was made,
- 3) If your request modification must be carried out between three and five days before your booked holiday,
- 4) Your modification request must be express, limited to one request per holiday booked

#### **2.3.6 – Conditions for the new holiday**

The new booking is possible only in the 2018 Summer Season (from 05/05/2018 to 11/11/2018, excluding the period from 07/07/2018 to 02/09/2018), and for a duration at least equal to that of the modified holiday, availability permitting.

It is possible to change the destination to any "Pierre & Vacances, and Pierre & Vacances Premium" –branded resort, including those located on the Mediterranean, subject to availability;

If the new holiday is more expensive than the modified holiday, you will have to pay the remainder; if the new holiday is less expensive, you will be reimbursed with credit.

### **2.7 – Reduction**

The reductions mentioned in the catalogue are only applicable to accommodation; therefore all other services (meals, sport and leisure activities, etc.) are excluded.

These promotions are subject to specific conditions, provided with the promotion.

### **2.8 – Adjustment of travel prices**

Prices are based on the following economic data:

- the cost of transport depending on the fuel costs,
- fees and taxes pertaining to the services provided, such as landing, boarding or disembarkation taxes in ports and airports.

In the event of change to any of this data, **PVCP** reserves the right to alter its sales prices, passing on all the said changes directly to its prices. In accordance with legislation in force and for **PVCP** guests already booked, no changes will be made to prices less than 30 days before their departure.

### **ARTICLE 3 - TOURIST TAX**

Tourist tax, collected on behalf of the local authorities, is not included in our prices. The amount is calculated per person per day and varies according to the destination. This must be paid either in resort or at the time of booking.

## ARTICLE 4 - ALTERATION / CANCELLATION OF HOLIDAY BY THE CUSTOMER

### 4.1 - Modification

#### 4.1.1 – Of the holiday

##### a) For Aparthotels Adagio / Adagio Access

We will endeavour to accept your requests to change the date, type of accommodation, holiday venue or optional services, as far as possible subject to availability. These alterations may be made at no additional cost. Given that the degressivity of prices is related to the duration of stays, if partial cancellation of the reservation means a change in the duration of the stay, this is likely to entail a change in price. Any request to reduce the duration of your stay, or the number of apartments booked or optional services required, will be treated by **PVCP** as a partial cancellation, and will be subject to the cancellation conditions set out in Paragraph 4.2 hereunder.

##### b) For the Tourist Residence in France and the Crvena Luka in Croatia (Hotel, Apartments & Villas) and the Hotel de l'Esterel at Cap Esterel, the Hotel du Golf at Pont Royal in Provence,

We will do everything in our power to accommodate as far as possible your desired change of holiday dates, format, location or optional services, subject to availability. However, please note that this type of change generates costs for **PVCP**, which will vary depending on the date on which you make your request. If the amount for your reservation (services included) after modification proves to be inferior to the amount of the reservation before modification, we will retain the following compensation:

- if your request for modification is made more than 30 days prior to your arrival and if the amount of the modified reservation is inferior to the amount of the initial reservation: **€50** per accommodation, except for the Hotel de l'Esterel at Cap Esterel, **the Hotel du Golf at Pont Royal in Provence**,
- if your request to change is made between 30 and 21 days prior to your arrival: **30%\***
- if your request to change is made between 20 and 8 days prior to your arrival: **50%\***
- if your request to change is made between 7 and 4 days prior to your arrival: **100%\***

\* of the total cost of your holiday (accommodation and services).

No request to change will be taken into account if it is received by **PVCP** three days or less prior to your arrival.

NB:

- any request to extend the length of your holiday will be accepted by **PVCP** without any additional charge
- any request to shorten the duration of your holiday will be treated by **PVCP** as a partial cancellation, and will be subject to the cancellation conditions set out in Paragraph 4.2 hereunder.

##### c) For Spain, Andorra and Estepona Residences (not including partners): no modification fee.

##### d) For partner residences, in any destination:

- any modification request made in the 31-day period before your arrival will be considered as a partial cancellation and subject to the cancellation terms and conditions listed in article 4.2.1. (below).

#### 4.1.2 – Packages (flights + accommodation)

The modification of outbound and/or return date of your transport is either impossible or generate variable expenses based on several criteria notably linked to the date on your request involves, the identity of the transporter, etc.

Changes to a package (accommodation + flights) incurs cost:

- For flights: an amount equal to 100% of the cost of transport including tax (flights, car hire and transfers);
- For accommodation: an amount as specified in the terms laid down in article 4.1.1 above;

In any event, depending on the airline and the services affected, a partial refund may be possible under some conditions. In this case, where the conditions are met, **PVCP** will make the refund, after deducting the applicable cancellation charge and a fixed administration cost of €50 per file.

NB:

- any request for an increase in the length of your holiday will be granted by **PVCP** without additional costs except for transport services (see conditions above).
- any request to reduce the length of your holiday will be deemed by **PVCP** to be a partial cancellation and will be subject to the cancellation terms referred to in 4.2 hereafter.

#### 4.2 – Cancellation (total or partial)

In the event of cancellation, you must notify us either through our website <http://www.pierreetvacances.com/help>, or by post to the following address Groupe Pierre & Vacances Center Parcs -

Service Relation Client – Annulations, 11, rue de Cambrai - 75947 Paris Cedex 19 - France. The date of cancellation is determined by the date of receipt of notification.

#### 4.2.1 – For Aparthotels Adagio / Adagio Access

For all stays of less than 3 nights, if you inform us after the 3<sup>rd</sup> day prior to your stay and before midday the day prior to your arrival, we will retain compensation equal to 1 night's stay for any cancellation. Furthermore, for a holiday longer than three nights, if you inform us after the 3<sup>rd</sup> day prior to your holiday and before 12 hours prior to your arrival, we will retain the following compensation depending on your holiday package.

\*the cost per night corresponds to the total cost of the holiday booked divided by its number of nights.

#### 4.2.2– Stay in a Tourist Residence (outside Spain(1) and Andorra) and the Hotel Crvena Luka in Croatia and for the Hotel de l'Esterel at Cap Esterel and the Hotel du Golf at Pont Royal in Provence

Regardless of the date of cancellation, we retain any booking fees paid, and all sums paid out for insurance policies.

Furthermore, in the event of a cancellation, we will impose the following charges:

- if your cancellation request is made more than 30 days prior to your arrival: **€50 per accommodation, except for the Hotel de l'Esterel at Cap Esterel and the Hotel du Golf at Pont Royal in Provence**,
- if your cancellation request is made between 30 and 21 days prior to your arrival: **30%\***
- if your request to change is made between 20 and 8 days prior to your arrival: **50%\***
- if your cancellation request is made seven days or less before your arrival: **100%\***

\* of the total cost of your holiday (accommodation and services).

In the case of total or partial cancellation (where a booking includes several apartments), cancellation charges of €50 per apartment/accommodation and not per booking will be applied.

(1) In the event of a cancellation for a partner residence in Spain, the applicable cancellation fees will be those listed above, except for the Estepona residence .

#### 4.2.3 – Packages (flights + accommodation)

Regardless of the date of cancellation, we retain any booking fees paid, and all sums paid out for insurance policies.

● If your cancellation request is made more than 30 days prior to your departure, we will retain:

- **€50 in accommodation cancellation charges per residence** and

- 100% cancellation charge per return scheduled flight ticket

● If your cancellation request is submitted on or after the 30<sup>th</sup> day prior to your departure, we will retain:

- between 30 and 21 days prior to your arrival: **30%\***

- between 20 and 8 days prior to your arrival: **50%\***

- 7 days or less prior to your arrival: **100%\***

\* of the total cost of the holiday (accommodation and services, car hire and transfers)

and

- 100% cancellation charge per return scheduled flight ticket

#### 4.2.4 – Holiday in a Tourist Residence and Hotel in Spain and Andorra

Regardless of the date of cancellation, we retain any booking fees paid, and all sums paid out for insurance policies.

Furthermore, in the event of a cancellation, we will impose the following charges:

If your cancellation request is made two days or less before your arrival: **100%\***

Specific cases:

##### a) Tourist Residences, Spain

For all holidays starting between the 23/03/18 and the 01/04/18, the 27/04/18 and the 30/04/18 and between the 22/06/18 and the 12/07/18, if your cancellation request is made 7 days or fewer before your arrival: **100%\***

For all holidays beginning between the 13/07/18 and the 24/08/18, if your cancellation request is made 14 days or fewer before your arrival: **100%\***

##### b) Barcelona Sants Residence

For all holidays starting between the 26/02/18 and the 01/03/18, if your cancellation request is made 30 days or fewer before your arrival: **100%\***

##### c) Sevilla Residence

For all holidays starting between the 17/04/18 and the 22/04/18, if your cancellation request is made 7 days or fewer before your arrival: **100%\***

##### d) Tourist Residence in Andorra

For all holidays starting between the 01/12/17 and the 10/12/17, the 22/01/18 and the 08/02/18, the 11/03/18 and the 23/03/18, and between the 17/07/18 and the 11/09/18, if your cancellation request is made 7 days or fewer before your arrival: **100%\***

For all holidays starting between the 22/12/17 and the 06/01/18, the 09/02/18 and the 10/03/18 and between the 24/03/18 and the

01/04/18, if your cancellation request is made at least 14 days before your arrival: 100%\*

#### e) **Hotels in Spain**

For all holidays starting between the 23/03/18 and the 01/04/18, 27/04/18 and the 30/04/18 and between the 22/06/18 and the 12/07/18, if your cancellation request is made 3 days or less prior to your arrival: **100%**. For all holidays starting between the 13/07/18 and the 24/08/18, if your cancellation request is made 7 days or less prior to your arrival: **100%\***

#### f) **Fuerteventura Residence**

For all stays starting between the 22/12/2017 and the 05/01/2018, if your cancellation request is made 15 days or less before your arrival: **100%\***

\*of the total cost of your holiday (accommodation and services).

### **4.3 - No-show at the holiday venue**

If you do not turn up at your holiday venue, we will retain the administration charge initially paid and the premiums for any insurance policies taken out plus the following:

#### 4.3.1 – *Holidays in Tourist Residences and in Hotels*

● **100%** of the total cost of your holiday (accommodation and services).

#### 4.3.2 – *Package deals (air transport + accommodation + services)*

● **100%** of the total cost of the package.

#### 4.3.3 – *Optional services*

You will not receive any refund for not using any booked and invoiced optional services at your holiday venue.

We recommend that you take out insurance with Mondial Assistance. (See Article 18 - Insurance). The insurance premium must be paid in full at the time of booking and is not refundable in any circumstances.

### **ARTICLE 5 - NON-EXCHANGEABLE AND NON-REFUNDABLE HOLIDAYS, SERVICES AND OFFERS**

Some of our holiday offers are marked "Non exchangeable, non-refundable". For these holidays or services, the following conditions replace the conditions for cancellation and modification detailed in article 4.

#### 5.1 – *Non-exchangeable, non-refundable and non-alterable in nature*

Given the preferential rates on offer from **PVCP**, acceptance of booked Offers, services and/or Holidays is non-exchangeable, non-refundable and cannot be altered in any way. No requests for alterations and/or cancellations can be taken into consideration. Irrespective of the date on which a booking is cancelled, we withhold the administration charge and a penalty payment equal to 100% of the total cost of the accommodation. Failure to take up any booked or invoiced Related Services will not give rise to any refund.

*NB / Stays which are neither "exchangeable" nor "refundable" are not eligible for cancellation insurance or for the snow guarantee.*

#### 5.2 – *No-show at holiday venue*

If you do not turn up at your holiday venue, we withhold the initial administration charge plus a penalty payment equal to 100% of the total cost of the accommodation.

### **ARTICLE 6 - TRANSPORT**

- Times / delays: you will be informed of times and routes, types of aircraft, subject to last-minute changes. **PVCP** cannot be held liable for any independent events or force majeure circumstances, affecting the intensity of traffic or its punctuality. We therefore advise you not to plan any important commitments the day before departure or the day following your return.

- If, due to travel times, the first and/or last day are shortened, no reimbursement will be made.

#### ⇒ **Particular note with respect to air transport**

In compliance with the terms of article 211-15 of the Tourism Code, **PVCP** undertakes to notify you of the identity of the airline that will actually carry you on the flight leg(s) concerned. The main travel companies engaged by the **PVCP** are as follows:

- to Spain: Air France, Iberia, Air Europa, Vueling, Easyjet, Ryanair, and Transavia;

- to mainland France and Corsica: Air France, Easyjet, Ryanair;

- to the West Indies: Air France, Air Caraïbes, Corsair, XL Airways;

- to Italy: Air France, Alitalia, Ryanair, Easyjet, Meridiana.

- to Mauritius: Air Mauritius, Corsair, Air France

**PVCP** may also propose charter flights. **PVCP** undertakes, at the latest 8 (eight) days prior to your departure, or at the time of full payment of your booking if this is made within 8 (eight) days of your departure, to confirm the identity of the actual travel company operating the flight(s) concerned.

### **ARTICLE 7 - ARRIVAL AND DEPARTURE**

For Maeva, Pierre & Vacances and Pierre & Vacances Premium:

On arrival, you must present the credit card used for the booking, plus valid identification. Failure to comply may result in access to your accommodation being refused by **PVCP**.

**PVCP** draws your attention to the fact that failing full payment even after reminders have been issued, you will not be given the keys to

accommodation if you present yourself at your holiday destination. For holidays of one week or more, keys will be available from 5pm on the day of your arrival, subject to the aforementioned payment. These keys must be handed in by 10am on the day of your departure (Saturday in most cases). After this time you will be charged for an extra night.

For short stays, keys are available from 2pm subject to payment of the said sum and must be returned before 12 noon on the day of departure (5pm may be possible, depending on availability).

For certain Residences (and in particular Adagio, hotels; Spain and Partner Residences), the arrival and departure times may vary: further information is available directly from each Residence or on the website.

You may be requested to complete a police form upon arrival, in compliance with the current laws and regulations in certain countries.

### **ARTICLE 8 - DEPOSIT**

All labels: on arrival, you may be asked for a deposit of between €200 and €1,500.

Maeva Particuliers label: a deposit of which the total will be determined according to the type of accommodation may be requested in the form of credit card payment authorisation. This authorisation will be valid for 8 days following the end of your holiday.

The deposit will be returned to you, with deductions made for any damage caused (this includes damage and/or trouble of any sort in either the private or shared parts of the building), unpaid services including optional services used on site (telephone, parking, etc.) as well as loss of the keys to the accommodation provided to you upon arrival.

Information available directly from each Residence or from the website.

### **ARTICLE 9 – MINORS**

We draw your attention to the fact that our Residences are not run as Holiday or Leisure Centres in the sense of Law No. 2002-883 of 3 May 2002, and are not suitable for group or individual holidays for minors under 18 years of age outside the family home and unaccompanied by their legal guardians. **PVCP** reserves the right to refuse access to an apartment, room or villa that has been reserved in ignorance of this provision, for minors aged under 18 years, who are not accompanied by their legal guardians and who report to the residence reception, and to cancel the holiday with immediate effect. Under the same conditions, **PVCP** may, at any time before the start of the stay, proceed to cancel the booking, if it is discovered that the cottage or room is to accommodate minors aged under 18 years who are not accompanied by their legal guardian.

### **ARTICLE 10 - PETS**

Pets are accepted upon presentation of an anti-rabies certificate and a declaration of suitability for possession in the case of listed dogs, in most of our Residences, on payment of a fixed fee, the amount of which can be found by contacting the Residence concerned or consulting the website. The fee is payable at the destination. They are permitted, on a lead, in the communal sections, but are forbidden around swimming pools. Our partner residences may not accept animals or charge different rates. Contact the residence directly for information. Animals are not permitted in our hotels, with some exceptions (please contact us). For "Adagio": ask the Residence directly.

### **ARTICLE 11 – ESTABLISHMENT REGULATIONS**

In order to make your holiday as pleasant as possible, ground rules are displayed in each apartment, room and house. Please acquaint yourself with them and adhere to them. We recommend that you take certain precautions in order to avoid any unpleasantness: close your bay windows before leaving the apartment, room or house and lock your door. We remind you that the **PVCP** cannot be held liable for the loss of personal belongings left in your apartment, room or house when you vacate them.

### **ARTICLE 12 - FORMALITES CONCERNING TRANSPORT OR TRAVEL ABROAD**

For these holidays, including travel, each passenger must have a currently valid identity card or passport. We advise you to check the validity of the identity cards or passports of all members of the party (adults/children/infants), your insurance, and for holidays abroad, currency exchange regulations and any necessary vaccinations. We are not responsible for people who do not comply with all applicable regulations:

- For minors travelling unaccompanied: In order to travel abroad, in addition to their valid identity card or passport, minors must have an official authorisation to leave the country signed by their parents or guardians.

- People from other countries or those requiring a travel document: you must contact the consulates for each country for any visas you may need. Accommodation occupancy will depend on flight times serving airports close to our Residences.

## **ARTICLE 13 - EARLY DEPARTURE / EARLY END TO SPORTS OR LEISURE ACTIVITIES**

Early departure or any interruption to sports or leisure activities booked with **PVCP** does not entitle you to reimbursement from PVCP. However, depending on the package available with the Mondial Assistance policy (see article 18), depending on the cause of departure from the Residence or termination of the activity being duly proven and falling within the terms of the policy, you may benefit from reimbursement on a pro rata basis, from the date of your departure from the Residence or the day of termination of the activity. With respect to early departure, you may benefit from pro rata reimbursement of the holiday only if you have fully vacated your apartment or room.

## **ARTICLE 14 - CHANGES MADE TO OUR PROGRAMS**

If circumstances compel us, and only in circumstances of force majeure, outside our control, we may be obliged to change all or some of our programmes (total or partial closure of a Residence or a communal facility such as a swimming pool, restaurant, etc.). In the case of holidays including transport, you will be informed of the times and routes, types of train, plane or boat, subject to last-minute changes. Delays are sometimes unavoidable (congestion at airports, increased air or rail traffic, strikes, bad weather, etc.) and you will be notified as quickly as possible.

## **ARTICLE 15 – CUSTOMER SERVICE**

Our on-site teams are at your disposal during your holiday to respond to your complaints, resolve any problems and enable you to enjoy your holiday to the full. Simply contact them with any requests. After your holiday, any claim should be made:

By completing the declaration on our website <http://www.pierreenvacances.com/help>, or sending a registered letter with acknowledgment of receipt to Groupe Pierre & Vacances Center Parcs - Service Relations Clientèle APS - 11, rue de Cambrai - 75947 Paris Cedex 19 - France, or sending an email to: [relation.client@groupepvcp.com](mailto:relation.client@groupepvcp.com)

within 2 months of the end of your holiday. We remind you that the later you leave it to lodge a complaint, the more difficult it will be for us to handle your claim and resolve it to your advantage. In your letter, please specify the name of the person who booked the holiday, the booking number, the place and dates of your holiday and the type of apartment or room booked in order to facilitate the processing of your claim. Please also enclose all documentary evidence to enable us to process your claim as quickly as possible.

We hereby inform you that following a previously unsuccessful attempt to resolve a dispute filed in writing by our Customer Relations service, you have the possibility to request mediation by contacting the Médiateur du Tourisme et du Voyage at the following address: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17 - <http://mtv.travel>.

## **ARTICLE 16 – VALIDITY OF GENERAL TERMS AND CONDITIONS**

The reservation of one of our holidays via any channel (call centre, on-line booking, reservation at the reception desk of our residences, etc.) implies acceptance of our general and specific terms and conditions of sale. These conditions are those applicable at the date the brochure was printed and supersede all previous versions. To see the conditions applicable at the date of your booking (in particular, the booking, payment, alteration and cancellation conditions), please refer to the conditions online at [pierreenvacances.com](http://pierreenvacances.com). The ceding of your reservation to a third-party requires that you inform us at least 7 days in advance of the identity of the third-party concerned and of their acceptance of the terms and conditions herein. Failing this, access to their accommodation may be refused. General descriptions and photos of apartments are provided for informational purposes only. Given the diversity of the PVCP range, there are differences in the layout and decoration of certain apartments and rooms. We present general descriptions of our apartments, sample layout plans, photographs and virtual visits in our catalogue and on our website: these are supplied for informational purposes only. Please do not hesitate to contact us for any further information.

All information on sporting and leisure activities at the resorts and surrounding area is supplied to us by tourist offices and is passed on to you by way of indication. We cannot be held liable if any of these facilities are no longer available at the time of your holiday. For further information on the facilities of the resorts, please contact their respective tourist offices directly. As our catalogue is printed well in advance, please contact your Residence to find out about opening dates, sports facilities (type and quantity), activities and services offered by the Residence, which determine your choice of site. Furthermore, we cannot be held responsible for works undertaken by individuals or local authorities which might inconvenience our customers in the resorts or towns.

## **ARTICLE 17 – RESPONSIBILITY - LIABILITY**

- We would draw to your attention the fact that renting a holiday apartment does not fall within the framework of hoteliers' liability. Consequently, **PVCP** or any company for whom PVCP acts for distribution purposes, cannot be held liable in the event of the loss or theft of or damage to personal effects in our Residences, apartments, car parks or communal areas (bicycle shed, etc.)

- Please note that the liability of hotel operators for the rental of accommodation in the hotels is governed by the French Civil Code. The hotel operator can therefore be held liable only within the legal limits in the event of loss, theft or damage to personal belongings in their rooms, car parks or communal facilities (ski sheds, cycle garages, etc.).

- Provision for sums due for services sold by **PVCP** is not included in the field of application of the hotel statute (article 2272 of the French Civil Code). In exception to Article 2244 of the Civil Code, the sending of a registered letter by **PVCP** to any client-debtor interrupts the statute applicable in such a case.

## **ARTICLE 18 – INSURANCE**

### **18.1 - General considerations**

On your behalf, we have taken out combined cover insurance with Mondial Assistance. The policy takes effect:

- 1) for the "Cancellation Cover" policy, at midnight the morning after payment of the premium;
- 2) for the "Traveller Assistance" policy: as soon as the Insured has left the Travel Departure Point (a maximum of 24 hours before the departure date indicated in the Specific Conditions and not before payment of the premium);
- 3) for all other policies: at midnight on the Departure Date indicated in the Specific Conditions, and not before payment of the premium.

**NB:** this policy covers people with their permanent residence in Europe. This includes all Member States of the European Union, geographically located in Europe, as well as the following countries and territories: Guadeloupe, Guyana, Martinique, Mayotte, Reunion, Saint-Barthélemy, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Martin, Switzerland and Vatican City. **The Azores and Madeira are not covered by this definition.**

Claims examination procedure: Mondial Assistance has established a claims processing procedure for this policy. This procedure can be consulted within the General Administrative Terms and Conditions of the insurance policy, which you can download from [www.pierreenvacances.com](http://www.pierreenvacances.com), under the "Conditions" section.

### **18.2 – Right of cancellation**

You have a right to cancel this policy for a period of up to 14 calendar days after taking it out, incurring no penalties or costs, if all the relevant conditions are fulfilled, including:

- 1) you can prove that you are already insured against one of the risks covered by the new policy;
- 2) the policy you wish to cancel has not been fully implemented;
- 3) you have not made any claims for which this policy provides cover.

In this situation, you can exercise your right to cancel this contract by making a notification through our website <http://www.pierreenvacances.com/help> or by post to the following address: Groupe Pierre & Vacances Center Parcs - Service Relation Client – Annulations, 11, rue de Cambrai - 75947 PARIS CEDEX 19. The date of cancellation is determined by the date of receipt of notification.

Requests will be considered by our insurer, Mondial Assistance. If the terms are met, the insurer is bound to refund the premium paid within 30 days of cancellation. If you wish to cancel the policy, but do not meet all the terms, check the cancellation terms in your contract.

## **ARTICLE 19 – PERSONAL DATA**

Your personal data is collected and is subject to joint handling by the company PV-CP DISTRIBUTION and the operating company concerned, and integrated into the database for the Group Pierre & Vacances Center Parcs. This data is essential for managing your booking and will also be used for sending you information and/or promotional offers on the products and services supplied by Groupe Pierre & Vacances Center Parcs brands. Concerning cold-calling, you have the right to specifically block these calls by registering yourself on the BLOCTEL list.

The following are considered to be Groupe Pierre & Vacances Center Parcs brands: Pierre & Vacances, Pierre & Vacances Premium, Maeva, Aparthotel Adagio, Aparthotel Adagio Access, Center Parcs, Sunparks, Pierre & Vacances Conseil Immobilier and Les Seniores.

In compliance with the terms of the "IT and Liberty" law from the 6 January 1978, you have the right to access and modify your data, to block any commercial prospection and to choose what will happen to this data following your death. You can exercise this right by writing to the following address: , 11, rue de Cambrai – 75947 PARIS CEDEX 19 – France.

## **ARTICLE 20**

In order to improve the quality of our services, please note that your telephone calls with our employees may be recorded.

PV-CP Distribution – Public Limited Company with capital of €6,055,935 – Registered Office: L'Artois - Espace Pont de Flandre - 11 rue de Cambrai - 75947 Paris Cedex 19 - France - 314 283 326 R.C.S. (Business Registration Number) PARIS - SIRET 314 283 326 00093 APE 7912 Z – Listed on the register of approved travel agencies and operators - IM075110024 – Intracommunity VAT identification N°: FR 96 314 283 326; Financial guarantee: Schneider Securities Ltd – 4/4A BLOOMSBURY SQUARE – WC1A-2RP LONDON - UK / RCP : RSA – 153 RUE SAINT HONORE – 75001 PARIS – FRANCE

On behalf of the operators of Groupe Pierre et Vacances Center Parcs Residence and Hotel operators, PV-CP Distribution is responsible for allocating holidays, managing and monitoring bookings (excluding transport services, insurance and administration fees or the sale of package deals under its own name). Operating companies: ADAGIO SAS (503 938 110 RCS PARIS), PV ITALIA SRL (1014782 – Rome), PV-CP CITY (513635987 RCS PARIS), PV RESIDENCES & RESORTS FRANCE (508321155 RCS PARIS), SNC DOMAINE DU LAC D'AILETTE (450 540 695 RCS PARIS), CENTER PARCS RESORTS FRANCE (508 321 213 RCS PARIS), SET PV GUADELOUPE (478890890 RCS PARIS), SET PV MARTINIQUE (478890684 RCS PARIS), SETPV ESPANA SL (Tomo 41188 Folio 14 Hoja B 382084 Inscripcion 11 Barcelone), SNC SOCIETE HOTELIERE DE LA PLAGES DU HELLEUX (419290150 RCS POINTE A PITRE), CENTER PARCS RESORTS France under the name of VILLAGES NATURE TOURISME (801 435 306 MEAUX).

*H and E 18\_Update =18.04.2017*