

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 – All offers and all sales of the services mentioned at article L. 211-1 give rise to the provision of appropriate documentation which complies with the rules defined in the present 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. This may be sent by e-mail. This information includes the name or trade name and the address of the vendor or of the retailer as well as their registration no. in the commercial register provided for in article L. 141-3 or, where relevant, the name, address and registration no. of the federation or union mentioned at the second paragraph of article R. 211-2.

Art. R. 211-4 – Prior to the conclusion of the contract, the vendor or the retailer must provide the traveller with the following information:

1/ The main features of the travel services:

a) The destination(s), the itinerary and the periods of the stay, along with the dates and, where accommodation is also concerned, the number of nights included;

b) The means, characteristics and categories of transport, the locations, dates and times of departure and return, the duration and location of layovers and connections. When the exact time is yet unknown, the vendor or retailer will give the traveller an approximate time of departure and return;

c) The location, the main characteristics and, if necessary, the tourist category of the accommodation under the applicable rules of the destination country;

d) Meals provided;

e) Visits, day trips or other services included in the total price agreed for the contract;

f) When it's not out of context, whether the eventual travel services will be provided to the traveller as a part of a group and, in that case, if possible, the approximate size of the group;

g) When the other tourist services to be provided to the traveller depend upon efficient verbal communication, the language in which those services will be provided;

h) Information regarding knowledge of whether the journey or the holiday is, generally speaking, suitable for individuals of reduced mobility and, at the request of the traveller, specific information on the compatibility of the journey or the holiday with the needs of the traveller;

2/ The corporate denomination and the geographic address of the vendor and the retailer, as well as their telephone numbers and, if necessary, e-mail addresses;

3/ The total price including taxes and, where necessary, the charges, fees or other additional costs, or, when these cannot be accurately calculated before the conclusion of the contract, an indication regarding the type of additional costs that the traveller could still be required to pay;

4/ The terms of payment, including the amount or the percentage of the price to be paid for a deposit and the payment schedule for the balance, or the financial guarantee to be paid or provided by the traveller;

5/ The minimum number of people required for the realisation of the journey or the holiday and the cut-off date mentioned at III of article L. 211-14 prior to the beginning of the journey or holiday for a potential cancellation of the contract in the event that this number not be reached;

6/ General information concerning the conditions applicable in terms of passports and visa, including the approximate time required for the obtaining of visas, as well as information on the sanitary formalities of the destination country;

7/ A note indicating that the traveller may cancel the contract at any time before the beginning of the journey or holiday, but will be obliged to pay the applicable cancellation fee or, where appropriate, the standard cancellation fee requested by the vendor or the retailer pursuant to I of article L. 211-14;

8/ Information concerning obligatory and facultative insurance to cover fees for cancellation of the journey by the traveller or the cost of assistance that covers repatriation in the event of accident, illness or death.

With regards to the packages defined under article L. 211-2 – II – A – e, the vendor or retailer and the professional to whom the data is transmitted ensure that each of them provide, before the traveller is bound by a contract, the information detailed under said article wherever this information is pertinent to the travel services that they offer.

The notification form by which the information detailed under the present article is brought to the attention of the traveller is set by joint

decree of the minister of tourism and the minister of economy and finance. This decree specifies the minimum information to be brought to the attention of the traveller when the contract is concluded by telephone.

Art. R. 211-5 - Information mentioned at paragraphs 1, 3, 4, 5 and 7 of article R. 211-4 and communicated to the traveller is a part of the contract and can only be altered under the conditions described in article L. 211-9.

Art. R. 211-6 The contract must include, other than the information described at article R. 211-4, the following information:

1/ The specific expectations of the traveller that the vendor or retailer has accepted;

2/ A note indicating that the vendor and the retailer are responsible for the proper execution of all the travel services included in the contract, pursuant to article L. 211-16, and that they are bound to bear assistance to the traveller if the latter were to find themselves in difficulty, pursuant to article L. 211-17-1;

3/ The name of the entity responsible for the protection against insolvency and their contact details including their geographic address;

4/ The name, telephone number, e-mail address and, where necessary, the fax number of the local representative for the vendor or retailer, a point of contact or any other service by intermediary of which the traveller may rapidly contact the vendor or retailer and communicate with them effectively, request assistance if the traveller is in difficulty or claim any non-conformity observed during the execution of the journey or holiday;

5/ A note indicating that the traveller is obliged to communicate any non-conformity that they might observe during the execution of the journey or the holiday pursuant to II of article L. 211-16;

6/ When minors, unaccompanied by a parent or other authorised person travel on the basis of a contract including accommodation, information that enables direct contact with the minor or the person responsible for them on location at the minor's holiday destination;

7/ Available information on the internal handling of complaints and on the extrajudicial settlement mechanisms for disputes and, if necessary, the entity on which the professional depends and the online settlement platform for disputes provided for by EU directive no. 524/2013 of the European Parliament and Council;

8/ Information regarding the right of the traveller to transfer the contract to another traveller pursuant to article L. 211-11.

With regards to the packages defined under article L. 211-2 – II – A – e, the professional to whom the data is transmitted informs the vendor or the retailer of the conclusion of the contract giving rise to the creation of a package. The professional provides them with the information necessary to enable them to fulfil their obligations as vendor. As soon as the vendor or the retailer is informed of the creation of package, they provide the traveller, via a durable medium, with the information mentioned at points 1 to 8.

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 or the retailer 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. This transfer is, under no circumstances, subject to prior authorisation from the vendor or the retailer.

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, 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.

In the case of downward variation in price, the vendor or the retailer is within their rights to deduct real administrative expenses from the refund due to the traveller. Upon request from the traveller, the vendor or the retailer will provide proof of these administrative expenses.

Art. R. 211-9 When, prior to the traveller's departure, the vendor or the retailer is obliged to make a change to one of the basic elements of the contract, if they cannot satisfy the specific requirements mentioned in 1/ of article R. 211-6, or in the event of an upward price variation of more than 8%, they will inform the traveller in the briefest of delays, in a clear, understandable and apparent manner, via a durable medium:

1/ Of proposed alterations and, where relevant, their impact on the price of the journey or the holiday;

2/ Of the reasonable time period in which the traveller should inform the vendor or the retailer of his/her decision;

3/ Of the consequences of the absence of a reply from the traveller within the fixed time period;

4/ If necessary, the alternative proposed, along with its price.

When the alterations to the contract or the alternative solution lead to a drop in quality of the journey or the holiday or of its cost, the traveller is entitled to an appropriate reduction in price. If the contract is cancelled and the traveller does not accept an alternative solution, the vendor or the retailer refunds all the payments made by the traveller or in their name within the briefest delay and in all events, within fourteen days at the most following the cancellation of the contract, without prejudice to claim damages in application of article L. 211-17.

Art. R. 211-10 - The vendor or the retailer proceeds with refunds due in virtue of article L. 211-14 – II and III or, under I of article L. 211-14, of all payments carried out by the traveller or on their behalf, minus the appropriate cancellation fee. These refunds to the benefit of the traveller will be carried out within the briefest delay and in all events, within fourteen days at the latest following cancellation of the contract. In the events provided for under III of article L. 211-14, the supplementary compensation that the traveller is likely to receive is at least equal to the penalty that they would have been charged if the cancellation had been instigated by them at this date.

Art. R. 211-11 - The assistance due by the vendor or the retailer in application of article L. 211-17-1 consists of, in particular:

- 1/ To provide useful information on health services, local authorities and consular assistance;
- 2/ To assist the traveller in carrying out long distance communications and in finding other travel services.

The vendor or the retailer is entitled to bill a reasonable price for this assistance if the difficulty is deliberately caused by the traveller or his/her negligence. The amount billed will under no circumstances exceed the actual expenses assumed by the vendor or retailer.

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 - Right of withdrawal

- From the date of payment of the administration fees and the deposit up until, and including, the 31st day prior to your stay, you benefit from the right to withdraw. 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 the right to withdraw up until the 3rd 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 30th 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 30th 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 30th 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: payments made 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.

(*) 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

(****) Authorised partner coupons / gift vouchers (under terms to be confirmed with 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 option 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.

Payment deadlines: the extension of payment deadlines can be granted under certain conditions, more information on the website www.pierreetvacances.com

1.5 – Your travel file

Provided full payment has been received before the beginning of your stay, you will receive your travel file within 24 hours, sent either by post or electronically via a link sent to your PVCP account. 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 subject to availability on our regular or charter flights (the tariff depending on the date of departure); they are expressed inclusive of all taxes (with the exception of specific taxes like airport tax and passenger security charge), and include the transport service on regular or charter lines out of Paris (possible supplement for departure from elsewhere), the sub-location of accommodation, inclusive of charges (water, electricity, heating) with the exception of: Administrative costs, when they are due, visitor's tax, transfer costs, additional optional services, fixed charge for pets, insurance premiums and the supplement for single rooms at 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.

In the event of a related travel service, we inform you that:

1. the rights applicable to tourist packages do not apply;
2. the service provider will be held responsible for the proper contractual execution of the service;
3. you benefit from a protection in the event of insolvency.

2.5 - Snow Guarantee (Mountain destinations)

2.5.1 – Conditions of eligibility

The snow guarantee is a guarantee offered to all who booked their stay during the period "First Minute Offer" (from 17/05/2018 to 26/09/2018 included for stays between 10/11/18 and 04/01/19 included, from 17/05/2018 to 07/11/2018 included for stays between 05/01/19 and 05/04/19 included, from 17/05/2018 to 27/02/2019 included for stays between 06/04/19 and 11/05/19 included) by which you request the cancellation of your holiday booking, as long as all the following conditions are gathered:

- 1) the holiday booking must have been directly made with **PVCP**: via the website www.pierreenvacances.com, directly with **PVCP**, residences or with the booking centre, to the exclusion of those not booked directly with **PVCP**, and in particular via 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 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 3rd Saturday in December and the 2nd 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 the management department of the insurance company within five working days of the event covered by the guarantee. To do this, you must declare your cancellation either by contacting the insurance company, or by connecting directly to their website. The insurance company 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**. You will then return this file to the address found in the General Conditions of the insurance policy available on the website www.pierreenvacances.com, section "Conditions".

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. Compensation is paid minus the specific excess charge set out in the General Conditions of the insurance policy available on the website www.pierreenvacances.com, section "Conditions". 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: that which is mentioned by **PVCP** as marking the beginning of insured services.

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 2019 Summer Season from 11/05/2019 to 17/11/2019, excluding the period from 06/07/2019 to 01/09/2019, 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 booking must have been made directly to **PVCP**: through the www.pierreenvacances.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 06/07/2019 and 01/09/2019.

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 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) Your request for 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 2019 Summer Season (from 11/05/2019 to 17/11/2019, excluding the period from 06/07/2019 to 01/09/2019), 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 degression 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 4/2 hereunder.

b) For Tourist Residences in France and the Hotel de Esterel at Cap Esterel and 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 submitted more than 30 days before your arrival and if the amount of the modified booking is less than the amount of the initial booking: **€50** per accommodation, except for the Hotel de Esterel at Cap Esterel and 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 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 costs:

- 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 should notify us via our website <http://www.pierreetvacances.com/help> or by post at 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 3rd 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 3rd 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) 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 30th 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%***

1) Specific cases: Tourist Residence in Spain
For all holidays starting between the 14/04/19 and 20/04/19, the 12/07/19 and 23/08/19 if your request for cancellation is made at least 14 days before your arrival: **100%***

For all holidays starting between the 21/06/19 and the 11/07/19, if your cancellation request is made 7 days or fewer before your arrival: **100%***

a) Barcelona Sants Residence

For all holidays starting between the 25/02/19 and the 28/02/19, if your cancellation request is made 14 days or fewer before your arrival: **100%***

b) Sevilla Residence

For all holidays starting between the 04/05/19 and the 11/05/2019, if your cancellation request is made 14 days or fewer before your arrival: **100%***

c) Village Fuerteventura Origo Mare

For all holidays starting between the 05/12/18 and the 08/12/18 inclusive, if your cancellation request is made 7 days or fewer before your arrival: **100%***

For all holidays beginning between the 21/12/18 and the 04/01/19, if your cancellation request is made 14 days or fewer before your arrival: **100%***

2) Hotels in Spain

a) Monterrey Roses, Salou Beach, Bahía Calpe, El Puerto and Vistamar

For all holidays starting between the 14/04/19 and 20/04/19, the 21/06/19 and 11/07/19 if your request for cancellation is made at least 3 days before your arrival: **100%**

For all holidays starting between the 12/07/19 and the 23/08/19, if your cancellation request is made 7 days or fewer before your arrival: **100%***

Other: if your cancellation request is made two days or fewer before your arrival: **100%***

b) Himalaia Baqueira Hotel

For holidays starting between the 26/12/18 and 04/01/19, whatever the date at which the booking is cancelled, we will retain in this case 30% of the total amount of the reservation.

● If your request for cancellation is made 14 to 7 days before your arrival: **50%**.

● If your request for cancellation is made 6 to 0 days before your arrival: **100%**

For all holidays starting between the 23/12/18 and 26/12/18, and the 15/02/19 and 08/03/19, and the 14/04/19 and 20/04/19, if your request for cancellation is made between 14 to 7 days before your arrival: **50%**
If your request for cancellation is made 6 to 0 days before your arrival: **100%**

For all other dates, if your request for cancellation is made 3 to 1 day before your arrival: **50%**

No show: **100%**

3) Tourist Residences in Andorra

For all holidays starting between the 05/12/18 and 08/12/18, and the 14/04/19 and 20/04/19, if your request for cancellation is made at least 7 days before your arrival: **100%***

For all holidays beginning between the 21/12/18 and the 04/01/19 and between the 08/02/19 and the 08/03/19, if your cancellation request is made at least 14 days 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 our insurer. (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.

- Length of journey: If due to travel times, the first and/or last day are shortened, no repayment 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:

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

- for Mainland France and Corsica: Air France, Easyjet, Ryanair;

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

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

- for 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 5 pm 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 4 pm subject to payment of the said sum and must be returned before 12 noon on the day of departure.

For some Residences (including Adagio, hotels; Spain and Partner Residences) arrival and departure times may be different: Information available directly from each Residence or from 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.

a deposit whose 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, except for category 1 and 2 dogs defined as dangerous, 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 invite you to take precautions to avoid possible inconvenience: close your picture windows before leaving your apartment, room or house and lock the 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:

- Minors travelling alone: 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.
- Foreign nationals or holders of travel documents: You must enquire with the consulates of each country about any necessary visas.

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 inevitable (overcrowded airports, increase in air or rail traffic, strikes, bad weather conditions, etc.). You will be informed of any such circumstances as soon 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.pierreetvacances.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 e-mail to: 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 a mediation process by contacting the Tourism and Travel Mediator at the following address: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17 - <http://mtv.travel>.

In compliance with the decree of 20 December 2017, the vendor or the retailer must provide assistance if the traveller finds themselves in difficulty.

You can make a request by sending an e-mail to relation.client@groupepvcp.com or by addressing a letter to Customer Relations (address provided above):

- access to your personal data,
- the rectification, the deletion of this data (right to be forgotten), the restriction in handling your personal data or the right to oppose its handling,
- the right to portability of data,
- for personal reasons, you are opposed to your data being handled,
- to withdraw your consent for the use of optional data at any time,
- to define the directives relative to the storage, deletion and communication of your personal data after your death and to oppose yourself to telephone solicitation by signing onto the BLOCTEL list.
- the right to present a claim with the CNIL or the Supervisory Authority of your place of residence.

For all requests, a valid proof of identity must be sent by post for security reasons as well as a copy of the communication received in order to facilitate the handling of your request. For further information concerning PVCP's data protection policy and the handling of your personal data, please consult our website www.pierreetvacances.com or request an electronic copy by e-mail.

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 pierreetvacances.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 (ski sheds, 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.

In the event of a combination of travel services, that which is proposed is a package in the sense of the EU directive 2015/2032 and of article L. 211-2 II of the French Code of Tourism. You benefit from all the rights granted by the European Union applicable to packages such as replicated in the French Code of Tourism. **PVCP** will be wholly responsible for the proper execution of the package in its entirety. In addition, as required by law, **PVCP** holds protection in order to refund your payments and if the transport is included in the package, to ensure your repatriation in the event that **PVCP** goes bankrupt.

For further information on basic rights under the EU directive 2015/2032, please consult our website www.pierreetvacances.com

ARTICLE 18 – INSURANCE

18.1 - General considerations

For you, we have taken out an insurance policy including various guarantees. 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 person 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. Including territories from European Union member states, situated in geographical Europe, as well as the following territories and

countries: Guadeloupe, French Guiana, Martinique, Mayotte, Reunion, Saint-Barthelemy, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Martin, Switzerland, the Vatican. **The Azores and Madeira are not covered by this definition.**

Assessment process for claims: The insurance company has set up a handling procedure for claims concerning the insurance 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, 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 case, you may exercise your right to cancel this policy by notifying us through our website <http://www.pierreenvacances.com/help> or by post to: 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.

Requests will be considered by our insurer. 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

PV-CP DISTRIBUTION (**PVCP**) as the entity responsible for data handling, handles personal data for the set-up and execution of the contract or pre-contractual measures upon your request and for other purposes with the prior consent of the client, in view of the necessity to fulfil the legitimate interests of the entities concerned.

1. Purposes

- (i) Within the context of executing the contract or of pre-contractual measures carried out upon request from the person concerned, this data is collected and handled for the purposes of managing your holiday (including booking operations, follow-up, payment, customer satisfaction assessment and information);
- (ii) Within the framework of client consent, the latter's personal data is collected and handled for the purposes of communicating information on our products, services and special offers, and participating in competitions from Pierre & Vacances Center Parcs Group brands. The following are considered to be Pierre & Vacances Center Parcs Group brands: Pierre & Vacances, Pierre & Vacances Premium, Maeva, La France du Nord au Sud, Aparthotel Adagio, Aparthotel Adagio Access, Center Parcs, Sunparks, Pierre & Vacances Conseil Immobilier and Les Seniorales.

Data may also be transferred to partners. Mandatory information is indicated by an asterisk. The withdrawal of consent for its handling is possible at any time.

2. Data handled

Information indicated as mandatory governs (i) the subscription and execution of the contract signed between the client and **PVCP** or (ii) the communication of personalised information in view of preparing a future contract. Optional information not communicated will not call into question the delivery of the services agreed or the response to requests for information, although it may limit the pertinence.

3. Recipients of data gathered

Data gathered is destined for **PVCP**, as the entity responsible for data handling, as well as the delivery of the subscribed service, and any potential subcontractor where necessary.

4. Transfer of data abroad

No transfer of data is operated outside the European Union unless legally required, or should the booking involve a destination located outside the European Union, in which case to the local entity of the Pierre & Vacances Center Parcs Group, or its partner, administrator of the destination site for the purposes of managing your holiday on location.

5. Security

Pierre & Vacances Center Parcs Group entities and their subcontractors implement technical and organisational measures in order to ensure the security and the protection of data.

6. Retention period

The Pierre & Vacances Center Parcs Group entity/ies that handle(s) personal data conserve(s) it in a secure environment for the required duration for pre-contractual measures and the execution of the contract then store(s) it pursuant to the existing legal provisions. Data relative to prospection operations is deleted within the prescribed legal delays following execution of the service or the obtaining of your consent depending on the case.

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 – Limited Company with capital of €6,055,935 – Registered Office: L'Artois - Espace Pont de Flandre - 11 rue de Cambrai - 75947 PARIS CEDEX 19 - 314 283 326 R.C.S. PARIS – (Business Identification) SIRET 314 283 326 00093 APE 7912 Z – Registered as a travel and holiday provider - IM075110024 – Intracommunity VAT number: FR 96 314 283 326; Financial guarantee: APST Association Professionnelle de Solidarité du Tourisme – 15, AVENUE CARNOT – 75017 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 S.A.S (503 938 110 RCS PARIS), PIERRE & VACANCES ITALIA S.R.L (1014782 – Rome), PV-CP CITY (513 635 987 RCS PARIS), PV RESIDENCES & RESORTS FRANCE (508 321 155 RCS PARIS), SNC DOMAINE DU LAC DE L'AILETTE (450 540 695 RCS PARIS), CENTER PARCS RESORTS FRANCE (508 321 213 RCS PARIS), SOCIETE D'EXPLOITATION TOURISTIQUE PIERRE & VACANCES GUADELOUPE (478 890 890 RCS PARIS), SOCIETE D'EXPLOITATION TOURISTIQUE PIERRE & VACANCES MARTINIQUE (478 890 684 RCS PARIS), SOCIEDAD DE EXPLOTACION TURISTICA PIERRE ET VACANCES ESPAÑA SL (Tomo 41188 Folio 14 Hoja B 382084 Inscripción 11 Barcelona), CENTER PARCS RESORTS FRANCE in the name and on behalf of VILLAGES NATURE TOURISME SAS (801 435 306 MEAUX).

Updated: 04.07.2018