

## General Terms and Conditions of Sale

The purpose of these general terms and conditions (hereinafter referred to as the "**General Terms and Conditions of Sale**") is to define the conditions and procedures under which PV DISTRIBUTION (hereinafter referred to as "**PV**") allows its customers (hereinafter referred to as the "**Customer(s)**") to partake of its services within the various accommodation options marketed directly or indirectly by itself under one or more of the Pierre & Vacances - Center Parcs Group brands, including "*Pierre & Vacances*", "*Pierre & Vacances Premium*", "*Adagio*", "*Adagio Access*", and "*Maeva*".

### ARTICLE 1 - BOOKING / PAYMENT / ONLINE REGISTRATION

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

##### 1.1.1 Customer account creation process

(Full terms and conditions available at <https://www.pierreetvacances.com/gb-en/myaccount>):

Access to this service is exclusively reserved for registered users. A valid email address is required for Customers to access this service. To create an account, the Customer must first complete the account creation form, by entering their email address. Reception of the account creation form is confirmed by the sending of an email to the address indicated in said form. A link will then be provided, allowing the Customer to choose a password for their account. The link is valid for forty-eight (48) hours only. Should the Customer not proceed within the allotted time, it will be necessary to make a new request. Once the password has been saved, a valid customer account will be created.

The email address entered in the account creation form and the password will be the details required to access the Customer's personal "My Account" space each time they log in.

When creating a customer account, Customers may be asked to complete a personal profile including, by way of minimum, the following details: - surname, first name, and title \* - postcode and town/city \* - preferred language - date of birth \*.

The Customer may also choose to further personalise their account by entering the following details: - full postal address \* - telephone number \* - family status (number of children).

In the event that the email address provided for login purposes is already associated with a previous booking with us, we may pre-fill some of these personal details. Other additional details may be requested in order to access and use certain specific Services available via My Account.

Details followed by an asterisk (\*) are mandatory.

##### 1.1.2 Booking process

**a) Selecting accommodation:** Customers can select an accommodation unit with a capacity equal to or greater than the total number of occupants entered (adults, children, babies), depending on availability. Customers may simultaneously book two (2) identical accommodation units for the same establishment and the same dates of stay, depending on availability. Customers may choose between different types of offers when selecting their accommodation:

- Offers with a "non-flexible" rate: This type of stay is non-modifiable and non-refundable in the event of cancellation (for payment and cancellation conditions, see Article 4.1).
- Offers with a "flexible" rate: This type of stay can be cancelled or modified, subject to certain conditions (for payment and cancellation conditions, see Article 4.2).
- Where the application of a "flexible" or "non-flexible" offer is not mentioned, the payment and cancellation conditions provided for under Article 4.3 shall apply.

**b) Pets:** For stays with pets in our eligible accommodation units, the "pet" service must be added to the basket by the Customer. The number of pets allowed is limited to four (4) per accommodation unit for villages and tourist residences, and is limited to one (1) pet per room in hotels.

**c) Optional services during the stay:** If the Customer does not have a customer account, the Customer must add the additional services required prior to confirming the booking. Conversely, if the Customer has a customer account, additional services may be added after confirming the booking of the stay via their "My Account" space (Full

terms and conditions available at <https://www.pierreetvacances.com/gb-en/myaccount>).

**d) Booking confirmation:** Customers with a customer account may log in to confirm the booking via the said account. Customers who do not have a customer account may, at their discretion, (i) create an account in accordance with the procedures defined in Article 1.1.1 above, or (ii) make their booking without creating a customer account according to the following process: Customers are invited to enter their personal information in order to ensure that their booking is properly processed. The information requested (surname, first name, email address, telephone number and postal address) is mandatory to pay for the stay. A valid email address must be provided with each booking. Otherwise, PV will not be able to process the request. The choice of insurance must also be made by the Customer before paying for the stay (Conditions stipulated in Article 19). Customers can enter a promotional code granting them a discount on their basket if all the conditions for benefiting from this code are met. Finalisation of the booking requires acceptance of these General Terms and Conditions of Sale, as well as immediate payment of the deposit amount corresponding to the rate selected by the Customer (See below for conditions relating to the type of rate selected by the Customer).

Several means of payment are offered to the Customer to pay for their stay (See Article 4). Once payment for the stay has gone through smoothly, the Customer obtains instant confirmation directly on the website, as well as by email to the address previously entered. A summary of the stay booked by the Customer, as well as useful information in advance of their arrival, will then be displayed on the page, and this information will also be communicated in a booking confirmation email.

#### 1.2 - Payment of the balance

Payment of the balance and of any additional services when booking differs according to the type of offer booked by the Customer and is payable in accordance with the procedures defined in Article X, other than in the case of payment in several instalments, for eligible bookings, and subject to acceptance by our partner Floa (Full terms and conditions available online at [https://www.pierreetvacances.com/fr/faq/137\\_paiements/1189\\_puis-je-payer-en-plusieurs-fois](https://www.pierreetvacances.com/fr/faq/137_paiements/1189_puis-je-payer-en-plusieurs-fois)):

#### 1.3 - 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 thirty (30) days before your stay, you must settle 100% of the amount by credit/debit card\* or with holiday vouchers\*\*\*\* according to the conditions below. Bank cheques are not accepted.
- For all online 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 booking number.

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

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

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

(\*\*) Vouchers accepted: holiday, gift

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

(\*\*\*\*) Authorised holiday vouchers (under terms to be confirmed with the vendor) - guarantee: All voucher bookings less than thirty (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 booking may be settled with holiday vouchers that must be addressed by post (date as postmarked) within five (5) days of your booking. 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 ten euros (€10).

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

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 five euros (€5).

Delays in payment: In the event of non-compliance with the aforementioned payment deadlines, a late penalty may be applied by PV. 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 (with or without fees) with our partner banking company under certain conditions. For more information, please visit [www.pierreetvacances.com](http://www.pierreetvacances.com).

#### **1.4 - Your travel file**

Provided full payment has been received before the beginning of your stay, you will receive your travel file within twenty-four (24) hours, sent either by post or electronically via a link sent to your 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.

#### **1.5 - Online registration**

To make the Customer's arrival at the accommodation simpler and more convenient, the Customer has the option of registering online, enabling them to electronically check-in in advance of their stay, provided that their booking and the establishment concerned support this service.

### **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. They are variable according to a number of customisable criteria that are applied automatically, such as booking date, arrival date, length of stay, type of accommodation, and additional services.

#### **2.2 - Accommodation**

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

For accommodation units operated by Maeva, Pierre & Vacances, and Pierre & Vacances Premium, you may choose the location of your apartment by subscribing to an additional fee-based service (subject to availability). This request must be directly addressed to the Residence's reception up to fifteen (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)**

Package bookings are made with our partner.

Prices are subject to availability of seats on regular or charter airlines (price is dependent on the departure date). They include all taxes (excluding individual taxes such as airport and security taxes, or passenger charges) and include transport on regular or chartered flights departing from Paris (additional fees may be incurred for other departure locations) as well as the provision of accommodation including charges (water, electricity, and heating) but excluding tourist tax, transfer costs, optional additional services, pet charges, insurance premiums, and the 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:

- data relating to the fares themselves (due to fuel prices, extra costs invoiced, etc.),

- price supplements that PV 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.

Prices are based on the following economic data:

- the cost of transport depending on 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 changes to any of this data, the sales prices may be modified before the booking has been confirmed by fully passing on the said variation(s) directly in the prices. In accordance with the applicable legislation, no price revision will be applied to them after confirmation of booking.

These terms and conditions shall apply subject to the provisions set out in our partner's general terms and conditions of sale.

#### **2.4 - Optional services**

Our accommodation rates do not include additional optional services offered in our on-site sales materials.

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 shall be responsible for the proper contractual performance of the service, within the limits imposed by Article L. 211-16 of the French Tourism Code;
3. you are protected in the event of insolvency.

#### **2.5 - Discounts**

The discounts mentioned in our materials are subject to specific conditions communicated with the offer.

### **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 at the resort or at the time of online registration.

### **ARTICLE 4 - TYPES OF OFFERS AND RELATED CONDITIONS**

Business relating to the organisation and sale of travel and stays for a specific date and/or period is not subject to the fourteen-day (14) "cooling-off" period, which applies to other forms of long-distance selling.

In accordance with the provisions of Article L. 211-14 II of the French Tourism Code, you have the right to withdraw from the contract without having to pay a fee if exceptional and unavoidable circumstances, occurring at the destination or in the immediate vicinity of the destination, have significant consequences on the performance of the contract or on the transport of passengers to the destination. In this case, the amount of the deposit paid will be returned to you no later than fourteen (14) days from notification of withdrawal to Pierre & Vacances.

#### **4.1 - Non-flexible offer: non-exchangeable / non-modifiable / non-refundable**

Our "non-flexible" offers are non-exchangeable, non-modifiable, and non-refundable. These offers are booked under the process set out in Article 1 above. Due to the preferential rate applied, these offers are subject to specific conditions concerning payment, cancellation, and modification.

##### **4.1.1 Booking terms and conditions**

All "non-flexible" bookings require immediate payment of the following:

- 100% of the overall price of the accommodation rental and any optional services, whether included or not, such as catering, children's clubs, sports activities, etc.,

- 100% of the overall price of the insurance premiums the Customer may wish to take out.

#### **4.1.2 Conditions of modification and cancellation**

In the event of cancellation of your booking, you must notify us either by telephone for a Pierre & Vacances residence at the following number: +33(0)1 73 27 55 90, from Monday to Friday from 9 am to 8 pm, Saturdays from 9 am to 7 pm, and public holidays from 9 am to 5 pm. For Adagio/Adagio Access accommodation, please use the following number: +33(0)1 73 01 85 98. For all bookings, you can also contact us by post at the following address: Groupe Pierre & Vacances Center Parcs - Service Relation Client – Annulations, 11 rue de Cambrai - 75947 PARIS CEDEX 19 - FRANCE.

Given the preferential rates conceded by **PV**, stays are not exchangeable, refundable, or modifiable. However, optional services booked as part of this offer may be exchanged, refunded, or modified up to five (5) days before the date on which the stay begins.

No request for exchange and/or removal of optional services will be accepted as of four (4) days before the date on which the stay begins.

In the event of cancellation, irrespective of the date on which a booking is cancelled, **PV** will retain a penalty payment equal to 100% of the total cost of the stay. Any unused optional services that have been booked and invoiced cannot be refunded, unless cancelled no later than five (5) days before the date on which the stay begins, in which case only optional services will be reimbursed.

These conditions are applicable without prejudice to the application of the provisions of Articles L. 211-14 and R. 211-10 of the French Tourism Code.

#### **4.2 - Flexible offers: exchangeable / modifiable / refundable, subject to conditions**

Our "flexible" offers may be cancelled or modified, for a fee of one euro (€1), up to a specific fixed date, or until the day of arrival depending on the type of rate booked. The deadline for cancellation or modification for a fee of one euro (€1) is the date indicated during the booking process and communicated in the booking confirmation (hereinafter referred to as the "**Deadline**"). These offers are booked under the process set out in Article 1 above.

##### **4.2.1 Booking terms and conditions**

###### **a) Payment of deposit**

All "flexible" bookings require immediate payment of the following:

- The deposit, corresponding to an amount of one euro (€1), for rental of the accommodation. Should the Customer wish to pay the total price of their stay on the date of booking, they may do so, and only the above-mentioned amount of one euro (€1) shall be considered as a deposit.
- 100% of the overall price of the insurance premiums the Customer may wish to take out.

###### **b) Right of withdrawal**

You have a right of withdrawal until the **Deadline** indicated during the booking process and communicated in the booking confirmation, depending on the type of offer booked.

In the event that you avail of this right, only the amount of the deposit (one euro – €1), together with the total amount of insurance, payable upon booking and non-refundable, will be retained by **PV**.

###### **c) Payment of the balance**

The full price of the rental and any optional services is due (unless paying in several instalments) on the date following the **Deadline**.

The Customer's commitment therefore becomes final as of the **Deadline**. **PV**'s commitment becomes final once the booking confirmation has been issued upon full payment of the balance. If you have not paid the full balance within the specified timeframe and you have not used your right to withdraw, **PV** reserves the right to cancel the sale and to apply the cancellation conditions provided for this purpose and defined hereafter as a consequence. The Customer is liable for all recovery costs.

##### **4.2.2 Conditions of modification and cancellation**

In the event of cancellation or modification of your booking, for a Pierre & Vacances residence, you must notify us either by telephone on the following number: +33(0)1 73 27 55 90, from Monday to Friday from 9 am to 8 pm, Saturday from 9 am to 7 pm, and public holidays from 9 am to 5 pm. For Adagio/Adagio Access accommodation, please use the following number: +33(0)1 73 01 85 98. For all bookings, you can also contact us 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.

These conditions are applicable without prejudice to the application of the provisions of Articles L. 211-14 and R. 211-10 of the French Tourism Code.

##### **4.2.2.1 Modification**

We will endeavour to accept your requests to change the date, type of accommodation, holiday venue, or optional services, subject to availability. However, please note that this type of modification can result in changes to the total cost of your stay (in line with the new arrival and/or departure dates, residence, type of accommodation, and/or new optional services that you have requested).

In addition, we will retain the following compensation charges:

- If your modification request is made prior to the **Deadline**: 0%\*
- If your modification request is made on or after the **Deadline**:
  - In the case of changes to dates:

In the event of an increase or reduction in duration, 100% of the total amount of the accommodation

- In the case of changes to optional services:

In the event of an addition: 0%\*

In the event of cancellation as of four (4) days before the date on which the stay begins: 100% of the total amount of the services. This deadline changes to two (2) days for offers whose **Deadline** is two (2) days before the date on which the stay begins.

- In the case of a change of residence: 100%\*
- In the case of a change of type of accommodation:
  - If the change is made in favour of a higher category: the supplement corresponding to the difference between the price paid and the price in force on the day of the request shall be applied, subject to our availability;
  - If the change is made in favour of a lower category: 100%\*
- In the event of a change in several booking criteria (dates, services, residences or type of accommodation), we will apply the most restrictive conditions.

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

##### **4.2.2.2 Cancellation**

Regardless of the date on which the booking is cancelled, we retain, if applicable, 100% of the amount of any insurance premiums taken out.

In addition, we will retain the following compensation charges:

- If your cancellation request is made prior to the **Deadline**: we retain the deposit amount (one euro – €1).
- If your cancellation request is made on or after the **Deadline**:
  - 100% of the total cost of the accommodation
  - and
  - 100% of the amount of optional services if the cancellation request is made as of four (4) days before the date on which the stay begins. This deadline changes to two (2) days for offers whose **Deadline** is two (2) days before the date on which the stay begins.

#### **4.3 - Conditions relating to rates benefiting from neither a "flexible" offer nor a "non-flexible" offer**

By way of exception to Articles 4.1 and 4.2 above, certain rates are not subject to any offer. In this case, the following conditions shall apply:

##### **4.3.1 Booking terms and conditions**

###### **a) Payment of deposit**

All bookings that are not subject to any offer require immediate payment of the following:

- A deposit corresponding to 30% of the overall price of your rental and any optional services, whether included or not, such as catering, children's clubs, sports activities, etc.
- 100% of the overall price of the insurance premiums, if you wish to take out insurance.

###### **b) Right of withdrawal**

From the date of payment of the deposit up until, and including, the 31st day prior to your stay, Customers benefit from the right to withdraw. In this case, the total amount of insurance, payable upon booking and non-

refundable, will be retained by **PV**, and compensation will be applied to you, as provided for in Article 4.3.2.2 below.

**Situation specific to Adagio:** Customers benefit from the right to withdraw up until the 3rd day prior to the date on which the stay begins for any booking made with an Adagio or Adagio Access Aparthotel. In this case, the amount of the deposit, together with the total amount of insurance, payable upon booking and non-refundable, will be retained by PV.

#### **c) Payment of the balance**

The full price of the rental and any optional services is payable in accordance with the procedures defined below, except in the event of payment in instalments for eligible bookings and subject to acceptance by our partner Floa (Full terms and conditions available at [https://www.pierreetvacances.com/fr-fr/faq/137\\_paiements/1189\\_puis-je-payer-en-plusieurs-fois](https://www.pierreetvacances.com/fr-fr/faq/137_paiements/1189_puis-je-payer-en-plusieurs-fois)):

- no later than thirty (30) days before the date on which the stay begins;
- or immediately for any last-minute booking on the basis of our specific offers.

The Customer's commitment therefore becomes final from the 30<sup>th</sup> day, subject to the balance of the booking being paid. **PV's** commitment becomes final once the booking confirmation has been issued upon full payment of the balance. If the Customer has not paid the full balance within the specified timeframe and has not used their right to withdraw, **PV** reserves the right to cancel the sale from the 30th day before their stay depending on their booking and may apply the cancellation conditions provided for this purpose and defined hereafter as a consequence. The Customer is liable for all recovery costs.

#### **4.3.2 Conditions of modification and cancellation**

In the event of cancellation or modification of your booking, for a Pierre & Vacances residence, you must notify us either by telephone on the following number: +33(0)1 73 27 55 90, from Monday to Friday from 9 am to 8 pm, Saturday from 9 am to 7 pm, and public holidays from 9 am to 5 pm. For Adagio/Adagio Access accommodation, please use the following number: +33(0)1 73 01 85 98. For all bookings, you can also contact us 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.

##### **4.3.2.1 Modification**

###### **a) For Residences and Partner Residences**

We will do everything in our power to accommodate your desired change of holiday dates, format, location or optional services, subject to availability. However, please note that this type of modification generates costs for **PV**, which will vary depending on the date on which you make your request. If the cost of your booking (including services) after modification is less than the cost before modification, we will retain the following compensation:

- if your request for modification is made more than thirty (30) days prior to your arrival: Fifty euros (€50) per accommodation unit
- if your request for modification is made between thirty (30) and twenty-one (21) days prior to your arrival: **30%\***
- if your request for modification is made between twenty (20) and eight (8) days prior to your arrival: **50%\***
- if your request for modification is made between seven (7) and four (4) days prior to your arrival: **100%\***

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

No request for modification will be taken into account if it is received by **PV** three (3) days or less prior to your arrival.

NB:

- any request to extend the length of your holiday will be accepted by **PV** without any additional charge
- any request to shorten the duration of your holiday will be considered by **PV** to be a partial cancellation, and will be subject to the cancellation conditions set out in point b) below.

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

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 degeneration of prices is related to the duration of stays, if partial cancellation of the booking 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, the number of apartments booked or optional services required, will be treated by **PV** as a partial cancellation, and will be subject to the cancellation conditions set out in 4.2 hereafter.

##### **4.3.2.2 Cancellation**

###### **a) Stays in Residences and Partner Residences**

Regardless of the date on which the booking is cancelled, we retain, if applicable, the amount of any insurance premiums taken out.

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

- if your cancellation request is made more than thirty (30) days prior to your arrival: Fifty euros (€50) per accommodation unit
- if your cancellation request is made between thirty (30) and twenty-one (21) days prior to your arrival: **30%\***
- if your cancellation request is made between twenty (20) and eight (8) days prior to your arrival: **50%\***
- if your cancellation request is made less than eight (8) days prior to your arrival: **100%\***

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

These fees also apply in the event of partial cancellation (in the case of a booking for several accommodations).

###### **b) Stays in Adagio / Adagio Access Aparthotels**

For all stays of less than three (3) nights, if you inform us between the 3rd day prior to your stay and 12 pm on the day prior to your arrival, we will retain compensation equal to one (1) night for any cancellation.

Furthermore, for a stay of more than three (3) nights, if you inform us between the 3rd day prior to your stay and 12 pm on the day prior to your arrival, we will retain a compensation equal to two (2) nights for any cancellation.

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

#### **ARTICLE 5 - NON-ARRIVAL AT THE LOCATION and NON-USE OF OPTIONAL SERVICES**

##### **5.1 - Non-arrival at the accommodation unit**

If the Customer does not arrive at the accommodation unit on the scheduled date of arrival, without having previously informed the establishment or the Customer Relations Department via the contact details provided in Article 16 below, the establishment cannot guarantee availability of the accommodation unit booked and/or fulfilment of the stay under the conditions agreed upon at the time of booking. In addition, PV will retain the amount of any insurance premiums taken out plus compensation equal to 100% of the total amount of the stay (accommodation, transport, and services where applicable).

We recommend that you take out insurance with our insurer (see Article 19 - Insurance). The insurance premium must be paid in full at the time of booking and is not refundable in any circumstances.

##### **5.2 - Non-use of optional services**

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

#### **ARTICLE 6 - TRANSPORT**

- Times / delays: you will be informed of times and routes, types of aircraft, subject to last-minute changes. **PV** cannot be held liable for any independent event or case of force majeure 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 refund will be given.

⇒ **Special note concerning air travel**

**PV** 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 **PV** are as follows:

- for Spain: Air France, Iberia, Air Europa, Vueling, easyJet, Ryanair, Transavia;
- for Mainland France and Corsica: Air France, easyJet, Ryanair;
- for the West Indies: Air France, Air Caraïbes, Corsair;

- for Italy: Air France, ITA Airways, Ryanair, easyJet;  
- for Mauritius: Air Mauritius, Corsair, Air France.

**PV** may also propose charter flights. **PV** undertakes, at the latest eight (8) days prior to your departure, or at the time of full payment of your booking if this is made within eight (8) 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 **PV**.

**PV** draws your attention to the fact that in the absence of full payment of the price despite reminders, we will not be able to hand over the keys if you show up at your place of stay. For holidays of one (1) 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 10 am on the day of your departure. 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 certain types of accommodation (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 - SECURITY DEPOSIT**

All labels: on arrival, you may be asked for a security deposit of between two hundred euros (€200) and one thousand five hundred euros (€1,500). These sums do not constitute an advance deposit.

Label Pierre & Vacances, Pierre & Vacances Premium: A security deposit, the amount of which will be determined according to the type of accommodation, may be requested in the form of bank card payment authorisation (also called "pre-authorisation"). This authorisation request is not a debit but reserves a payment to be made at a future date, authorised by your bank, which will temporarily reduce the limit attached to your bank card to guarantee the possibility of a debit. In some cases, the pre-authorisation can appear as a debit in your bank account according to conditions fixed by your bank which are beyond our control. This pre-authorisation can be used by **PV** up until eight (8) days following the date of the end of your stay. The release period of the pre-authorised amount can vary according to deadlines fixed by your bank. For further information, please ask your bank.

Maeva Particuliers label: A deposit, the total of which will be determined according to the type of accommodation, may be requested in the form of bank card payment authorisation. This authorisation will be valid for eight (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 (e.g. cleaning of kitchenette not carried out) 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 on the website.

#### **ARTICLE 9 - MINORS**

Please note that our Residences are not dependent on the types of accommodation referred to in Articles R. 227-1 et seq. of the French Family and Social Action Code and are not suitable for group or individual stays of minors under the age of eighteen (18) outside the family home and unaccompanied by their legal guardians. **PV** reserves the right to refuse access to an apartment, room or villa that has been booked in ignorance of this provision, for minors under the age of eighteen (18), 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, **PV** may, at any time before the start of the stay, cancel the booking, if it is discovered that the cottage or room is to accommodate minors under the age of eighteen (18) 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 charge different rates and may not accept animals. 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 holidays as pleasant as possible, ground rules are displayed in each apartment, room, and house and/or at the establishment's reception desk. Please read and comply with these rules. In accordance with local regulations, specific and additional measures, particularly concerning safety, hygiene and the environment, may be communicated to you by our teams during your stay. We recommend that you take certain precautions in order to avoid any unpleasantness: close your bay windows before leaving your apartment, room or villa, and lock your door. We remind you that **PV** cannot be held liable for the loss of any personal belongings left in your apartment, room or villa when you vacate it. In the event that an occupant breaches their obligations as laid out in this document, particularly by failing to comply with the establishment regulations and, more broadly, as a result of any conduct within the establishment that is deemed contrary to accepted standards of proper behaviour and public order, **PV** reserves the right to cancel the rest of your stay and our teams may ask you to vacate the premises and your apartment, room, or villa.

If no payment has yet been received, the Customer must pay for any Services they have used prior to leaving the premises. This departure will not result in any kind of compensation, and any payments that have already been made will not be reimbursed.

The Customer is responsible for any damage they or the occupants have caused in their apartment within the Residence and will bear all costs related to this damage and/or to their non-compliance with the aforementioned rules. **PV** reserves the right to intervene if necessary and to take any action it deems appropriate against the Customer.

#### **ARTICLE 12 - FORMALITIES 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.

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

Early departure or any interruption to sports or leisure activities booked with **PV** does not entitle you to a refund from the latter. However, if you have taken out the insurance policy proposed by **PV** (see Article 19), 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 a refund 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 PROGRAMMES**

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, poor weather conditions, etc.). You will be informed of any such circumstances as soon as possible.

#### **ARTICLE 15 - CUSTOMER SERVICE**

If you wish to contact PV for anything you may need during your stay, please call the following toll-free number +33 (0)1 73 27 55 90. PV can be reached at this number from Monday to Friday from 9 am to 8 pm, on Saturdays from 9 am to 7 pm and on public holidays from 9 am to 5 pm. For flight + accommodation bookings = partner.

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 <https://www.pierreenvacances.com/reclamation> or by sending a registered letter with acknowledgement of receipt to Groupe Pierre & Vacances Center Parcs - Service Relations Client APS - 11 rue de Cambrai - 75947 Paris Cedex 19 - France, within the two (2) months following the end of your stay. We draw your attention to the fact that the longer you take to inform us of your claim, the more difficult it becomes to deal with it in your best interests. 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 accordance with Article L. 211-17-1 of the French Tourism Code, the organiser or retailer must provide assistance if the traveller is in difficulty. The request can be made via our website at <https://www.pierreenvacances.com/reclamation> or by sending a letter to the Customer Relations Department (address provided above).

The European Commission has set up a platform for online dispute resolution (ODR) available at this address: <https://ec.europa.eu/consumers/odr/>.

These General Terms and Conditions are subject to French law. In the event of a dispute, the courts of Paris shall have sole jurisdiction, without prejudice to the provisions of the public policy jurisdiction rules for the benefit of consumers.

#### **ARTICLE 16 - VALIDITY OF THE GENERAL TERMS AND CONDITIONS OF SALE**

The booking of one of our holidays via any channel (call centre, online booking, booking at the reception desk of our establishments, etc.) implies acceptance of our General Terms and Conditions of Sale. These conditions are those applicable at the date the brochure was printed and supersede all previous versions. To learn of the conditions applicable on the date of your booking (and in particular the conditions of booking, payment, modification and cancellation), please consult the conditions online at [pierreenvacances.com](http://pierreenvacances.com). The transfer of your booking to a third party requires that you inform us at least seven (7) days in advance of the identity of the third party concerned and the acceptance by this third party of these conditions. In the event of non-compliance, access to their accommodation may be refused. General descriptions and photos of apartments are provided for information purposes only. Given the diversity of the PV 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 for information purposes only. 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 that might inconvenience our Customers in the resorts or towns.

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

- We would like to draw your attention to the fact that renting a holiday apartment does not fall within the framework of hotel operators' liability as provided for in Articles 1952 et seq. of the French Civil Code. Consequently, PV or any company for whom PV acts for distribution purposes, cannot be held liable in the event of the loss, theft, or damage to personal effects in our Residences, whether in apartments, (including, where relevant, the individual safes provided), 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 (cycle garages, etc.).

- The statute of limitations for sums due for services sold by PV is not included in the scope of the hotel statute (Article 2272 of the French Civil Code). In exception to Article 2244 of the French Civil Code, the sending of a registered letter by PV to any indebted Customer interrupts the statute of limitations applicable in such matters.

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. PV will be wholly responsible for the proper execution of the package in its entirety. In addition, as required by law, PV has insurance coverage to reimburse your payments and if the transport is included in the package, to ensure your repatriation in the event that PV goes bankrupt.

For further information on basic rights under the EU directive 2015/2032, please consult our website [www.pierreenvacances.com](http://www.pierreenvacances.com)

#### **ARTICLE 18 - INSURANCE**

##### **18.1 - General considerations**

You may take out a policy with our insurance company which offers a variety of insurance coverage. The policy takes effect:

- 1) for the "Cancellation Cover" policy: the morning after payment of your insurance premium is received at 12 am;
- 2) for the "Traveller Assistance" policy: as soon as the insured party has left the travel departure point (a maximum of twenty-four (24) hours before the departure date indicated in the particular conditions and not before payment of the premium);
- 3) for all other policies: at 12 am on the departure date indicated in the particular conditions, and not before payment of the premium.

**NB:** Insured under this policy are persons residing in the EUROPEAN ECONOMIC AREA. The term European Economic Area refers to the following countries: Andorra, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Guadeloupe, Reunion, Martinique), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, Principality of Monaco, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom.

Procedures for dealing with 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](http://www.pierreenvacances.com) under the "GTCS" section.

##### **18.2 - Right of cancellation**

You have a right to cancel this policy for a period of up to fourteen (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 may exercise your right to cancel this policy by notifying it 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.

For any information on the right of cancellation, you can contact us by telephone using the following numbers: for Pierre & Vacances: +33 (0)1 73 01 85 98; for Adagio / Adagio Access: +33 (0)1 73 01 85 98.

Requests will be considered by our insurer. If the terms are met, the insurer undertakes to refund the premium paid within thirty (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 DISTRIBUTION, 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 Customer, 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, billing, customer satisfaction assessment, and information).
- (ii) On the basis of customer consent, the Customer's personal data is collected and processed for the purposes of communicating information on our products, offers of additional services, special offers, and participating in competitions.
- (iii) In the context of legitimate interest, personal data is processed to enable us to ensure continuity of service and the long-term viability of the activity.
- (iiii) in the context of compliance with legal obligations, data is collected and processed for the purpose of securing payment transactions by determining the level of fraud risk associated with each transaction, and more generally with a view to complying with any applicable legislation.

### **2. Data handled**

Mandatory information is indicated by an asterisk. Information indicated as mandatory governs (i) the subscription and execution of the contract signed between the Customer and **PV Distribution** or (ii) the communication of personalised information for the purpose of preparing any 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**

The data collected is intended for **PV Distribution**, in its capacity as data controller, as well as for the entity responsible for delivering the subscribed service and any sub-processor or recipient if applicable, in particular the entities of the Business Line Center Parcs or the GIE PV-CP Services Holding for the management of accounting data, IT databases and the Call Centre.

Data may also be transferred to partners when necessary for the purpose of the contract.

### **4. Transfer of data abroad**

For the purposes of contractual relations, data transfers may be made to countries that do not provide an equivalent level of data protection to that found in the European Union. In this case, the appropriate guarantees provided for by the European Regulation, such as the European Commission's Standard Contractual Clauses, will be implemented. Data may also be transferred in the event that it is legally required, or should the booking involve a destination located outside the European Union, 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 performance of the service or the obtaining of your consent depending on the case.

For further information concerning PV's data protection policy and the handling of your personal data, please consult our website [www.pierreetvacances.com](http://www.pierreetvacances.com) or request an electronic copy by e-mail.

### **7. Individual rights**

Individuals subject to the handling of their personal data have the right to:

- access their personal data,
- rectify or delete this data (right to be forgotten), restrict the handling of this data or oppose its handling,
- exercise data portability,
- for personal reasons, oppose the handling of their data,
- withdraw consent for the use or processing of optional data at any time,
- stipulate what happens regarding the storage, erasure and transfer of their personal data after their death and object to telephone solicitation by signing up to a "Do Not Call" list in their place of residence, such as the "Telephone Preference Service" (TPS) in the UK.
- lodge a complaint with the CNIL or the Supervisory Authority of their place of residence.

A request can be made via the website at: <https://www.pierreetvacances.com/reclamation>, or by sending a registered letter with acknowledgement of receipt to Groupe Pierre & Vacances Center Parcs - Service Relations Client, APS, 11 rue de Cambrai - 75947 Paris Cedex 19 - France. You may be asked to provide valid proof of identity.

For further information concerning PV's data protection policy and the handling of your personal data, please consult our website [www.pierreetvacances.com](http://www.pierreetvacances.com) or request an electronic copy by e-mail.

## **ARTICLE 20**

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

PV 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 - FRANCE – Paris Trade & Companies Register (RCS) no. 314 283 326 – SIRET no. 314 283 326 00093 APE code 7912 Z – Registered as a travel and holiday provider – IM075110024 – Intracommunity VAT no.: FR 96 314 283 326; Professional Civil Liability: RSA, Immeuble PACIFIC, 11-13 Cours Valmy – 92977 PARIS LA DEFENSE Financial guarantee: APST Association Professionnelle de Solidarité du Tourisme – 15, AVENUE CARNOT – 75017 PARIS-FRANCE The financial guarantee covers all destinations marketed by PV Distribution through French distribution channels.

On behalf of the Residence and Hotel operators of Groupe Pierre et Vacances Center Parcs, PV Distribution is responsible for offering holidays and ensuring the administration and monitoring of bookings (excluding transport services, insurance and the sale of package deals under its own name). Operating companies: ADAGIO S.A.S (PARIS RCS TRADE AND COMPANIES REGISTER NO. 503 938 110), PIERRE & VACANCES ITALIA S.R.L (ROME TRADE AND COMPANIES REGISTER NO. 1014782), PV-CP CITY (PARIS RCS 513 635 987), PV EXPLOITATION FRANCE (PARIS RCS 508 321 155), SNC DOMAINE DU LAC DE L'AILETTE (PARIS RCS 450 540 695), CP RESORTS EXPLOITATION FRANCE (PARIS RCS 508 321 213), SOCIETE D'EXPLOITATION TOURISTIQUE PIERRE & VACANCES GUADELOUPE (PARIS RCS 478 890 890), SOCIETE D'EXPLOITATION TOURISTIQUE PIERRE & VACANCES MARTINIQUE (PARIS RCS 478 890 684), SOCIEDAD DE EXPLOTACION TURISTICA PIERRE & VACANCES ESPAÑA SL (VOLUME 41188 SECTION 14 SHEET B 382084 INSCRIPTION 11 BARCELONA), CP RESORTS EXPLOITATION FRANCE, in the name

and on behalf of VILLAGES NATURE TOURISME SAS (MEAUX RCS 801 435 306).

In addition, PV Distribution is mandated by its partners, under marketing contracts, for the distribution of stays and for managing and monitoring your bookings in its name and on their behalf.

Updated: 05/2023.