

## 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", and "Adagio Access".

## 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 on the website at <https://www.pierreenvacances.com/gb-en/myaccount>):

Access to this service is exclusively reserved for registered users. To access this service, the Customer must have a valid e-mail address. To create an account, the Customer must first complete the account creation form by entering their e-mail address. Receipt of the account creation form is confirmed by an e-mail sent to the e-mail address entered on the form. You will then receive a code enabling you to choose the account password. The code is only valid for 10 minutes. If no action is taken by the Customer within this period, it will be necessary to make a new request. Once the password has been registered, the customer account will be validly created.

The e-mail address given on the account creation form and the password will be the identifiers that will allow access to the Customer's personal "My Account" space each time the Customer logs on.

When creating a customer account, you may be asked to complete a personalised profile by providing at least the following information: - surname, first name and title\* - postcode and town\* - preferred language - date of birth\*

Customers may also choose to personalise their account even further by providing the following information: - full postal address\* - telephone number\* - family situation (number of children)

If the email address given as your login has already been associated with a booking for one of our holidays, some of the personal information may be pre-filled by us. Additional information may be requested to access and use certain specific services offered via My Account.

Details marked with an asterisk (\*) are mandatory.

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#### 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, depending on availability. Customers can choose between different types of offer when selecting their accommodation:

- The "non-flexible" tariff offer: The stay cannot be changed and is non-refundable in the event of cancellation (payment and cancellation conditions detailed in article 4.1).
- The "flexible" tariff offer: The stay can be cancelled and modified subject to conditions (payment and cancellation conditions detailed in 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.pierreenvacances.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 either (i) create an account in accordance with the procedures set out in article 1.1.1 above, or (ii) make their booking without creating a customer account in accordance with the following process: Customers are asked to provide their personal details to ensure that their booking is processed correctly. The information requested (surname, first name, e-mail address, telephone number and postal address) is required to pay for the holiday. All bookings require a valid e-mail address. Otherwise, PV will not be able to process your request. The Customer must also make a choice about insurance before the holiday can be paid for (Conditions set out in article 19). Customers can enter a promotional code to obtain a discount on their basket if all the conditions for the promotion are met. Completion of the booking implies acceptance of these General Terms and Conditions of Sale and immediate payment of the deposit corresponding to the tariff selected by the Customer (see conditions relating to the type of tariff selected by the Customer below).

Several means of payment are available 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 will then be displayed on the page, together with practical information to help prepare the stay, which will also be included in the booking confirmation email.

### 1.2 - Payment of the balance

Payment of the balance and of any additional services when booking depends on the type of offer booked by the Customer. Payment is due in accordance with the procedures defined in Article 4, except in the event of payment in instalments for eligible bookings, according to the terms of 1.3 below, and subject to acceptance by our partner FLOA.

### 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\*\*\*, holiday vouchers\*\*\*\*, or PV gift card\*\*\*\*\*
  - Less than 30 days before your stay, only payments by bank card and PV gift card\*\*\*\*\* will be accepted. If you wish to pay for all or part of your holiday with vouchers or gift vouchers\*\*\*\*, you must pay 100% of the cost of your holiday by bank card\* or by PV gift card\*\*\*\*\*. Bank cheques are not accepted.
- For bookings on the website:
  - Credit/debit card\*, PayPal, Ideal (only available via the Dutch website), PV gift card\*\*\*\*\*
  - NB: payment by Customers living outside France must be by PV gift card\*\*\*\*, credit/debit card or international bank transfer accompanied by the booking number.

Payment by credit/debit card\* on our payment site <https://paiement.pierreenvacances.com> or via the customer space. Payments by cheque\*\* should be sent to the following address: PV DISTRIBUTION – Gestion des Ventes, BP 291, 75921 PARIS Cedex 19.

(\*) Bank cards accepted: Visa, Eurocard / Mastercard, Carte Bleue

(\*\*) Bank cheques

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

(\*\*\*\*) Vouchers / gift vouchers from approved partners (subject to the conditions of use of the issuer of the vouchers / gift vouchers):

- All bookings made using vouchers or gift vouchers must be guaranteed by a credit/debit card valid on the date your stay begins.
- All bookings made using vouchers or gift vouchers require payment of 100% of the total cost of your stay at the time of booking. Vouchers / gift vouchers must be sent by post within five days of your booking (as evidenced by the postmark). In the event

of an overpayment, PV will refund the overpayment within 15 days of receipt of the vouchers / gift vouchers.

- Any cancellation of a holiday paid for by vouchers or gift vouchers will give rise to a credit note for the initial value of the vouchers, the validity of which will be the earlier of the date of initial validity of the voucher or one year from the date of issue of the credit note. PV reserves the right to charge a handling fee of up to 10% of the total amount of the booking, with a minimum of €10.

(\*\*\*\*\*) PV gift card:

- The use of a PV gift card as a means of payment is based on the use of the code communicated when the PV gift card was purchased. A PV gift card can be used to book accommodation and ancillary services when these are booked at the same time as the accommodation. It is expressly stated that flights and packages (flights + accommodation) can never be booked using a PV gift card.
- Any cancellation of a holiday paid for by a PV gift card will be the subject of a credit note, the validity of which will be that of the nearest date between the initial validity date of the gift card and one year from the date of issue of the credit note.

#### **Payment in four instalments by bank card with our partner FLOA.**

Our financial partner FLOA offers payment solutions in four instalments by bank card. These payment solutions are reserved for private individuals (over 18 years of age) residing in France and holding a Visa or MasterCard bank card with a validity date corresponding to the duration of the refund. FLOA, Registered in the Trade and Companies Register of Bordeaux under number 434 130 423, having its registered office at Immeuble G7 - 71 Rue Lucien Faure, Bordeaux (33300), subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) and registered with the ORIAS under number 07 028 160.

FLOA reserves the right to accept or refuse your request for financing; you have a statutory cooling-off period of 14 days.

We would like to draw your attention to the fact that the payment of your reservation using these payment solutions will entail the transfer of your personal data to FLOA for the purposes of reviewing your request for financing, managing your credit contract and, where applicable, payment collection. (For full terms and conditions, visit the FLOA website: <https://www.floabank.fr/politique-confidentialite>).

#### **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 - Price**

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 vary 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 utilities (water, electricity, heating) but excluding tourist tax, additional services, and optional insurance premiums, payable upon booking where applicable. We remind you that accommodation is intended for a specific number of occupants at the time of rental and may under no circumstances be occupied by a greater number of people. 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 Pierre & Vacances and Pierre & Vacances Premium, you may choose the specific location of your accommodation 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 accommodation will be allocated automatically.

#### **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 utilities (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, special rates may be offered depending on conditions and availability at the time of booking and the economic conditions prevailing at that time. Changes in these economic conditions compared with those prevailing at the time of publication may relate in particular to:

- 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.

The prices quoted 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 a change in any of these factors, the sale prices may be modified prior to confirmation of the booking, with the change or changes being passed on in full. In accordance with current legislation, no price revision will be applied once the booking has been confirmed.

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 - Discount**

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 determined per person per day and varies depending on the destination. This must be paid either at the resort or at the time of online registration.

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

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 remote selling.

In accordance with the stipulations of Article L.211-14 II of the French Tourism Code, you have the right to cancel the contract without having

to pay any costs if exceptional and unavoidable circumstances arise at the destination or in the immediate vicinity of the destination and have a significant impact on the performance of the contract or on the carriage 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.

For all group bookings of 12 people or more and/or 5 accommodation units, the Customer must make a specific booking request to **PV**, via the website [www.pierreetvacances.com](http://www.pierreetvacances.com) or by calling +0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International). Acceptance of such requests will be at **PV**'s discretion.

Bookings are considered to be group bookings and must comply with the procedure set out above when they are made in the same name, for the same dates, the same Residence, and/or via the same booking channel, whether they are made simultaneously or not. **PV** has sole discretion to assess whether the criteria have been met.

In the event of non-compliance, **PV** reserves the right to cancel the booking with immediate effect, at no cost to the customer, and/or to refuse access to the accommodation.

#### **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 Terms and conditions of booking**

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

- 100% of the total price of the accommodation and any optional services, whether or not they are included, in particular catering, children's clubs, sports lessons, etc,
- 100% of the overall price and any 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, for a Pierre & Vacances residence, you must notify us by telephone on the following number: 0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International). For Adagio/Adagio Access accommodation, please use the following number: 0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International). For all bookings, you can also contact us by post at the following address: Groupe Pierre & Vacances Center Parcs - ServiceRelation 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 requests for exchange and/or cancellation of optional services will be accepted from four days before the start of the holiday.

In the event of cancellation, irrespective of the date on which a booking is cancelled, **PV** will apply a penalty charge equal to 100% of the total cost of the stay. No refund will be made for the non-use of any optional services booked and invoiced, unless cancelled at least five days before the start of the holiday, in which case only the optional services will be refunded.

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 Terms and conditions of booking**

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

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

- A deposit of €1 for the rental of the accommodation. In the event that the Customer wishes to pay the total price of their stay at the time of booking, they may do so and only the amount of €1 referred to above will be considered as a deposit.
- 100% of the overall price and any 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 of withdrawal, **PV** reserves the right to cancel the sale and to apply the cancellation conditions provided for this purpose and defined hereafter. 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 by telephone on the following number: 0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International). For Adagio/Adagio Access accommodation, please use the following number: 0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International). For all bookings, you can also contact us by post at the following address: Groupe Pierre & Vacances Center Parcs - ServiceRelation 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, we would draw your attention to the fact that this type of change may result in an increase in the total cost of your stay (depending on the new arrival date, the new departure date, the residence, the type of accommodation and/or the new optional services chosen).

In addition, we will apply the following penalty charge:

- If your request for modification is made before the Deadline: 0%\*
- If your request for modification is made after the Deadline:

- In the case of a change of type of accommodation:

In the event of an increase or reduction in the length of stay, 100% of the total cost of the accommodation.

- In the case of a change in optional services:

If added: 0%\*

In the event of cancellation four days or more before the start of the holiday: 100% of the total amount of services. This deadline is 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:
- 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:
- If the change is made in favour of a lower category: 100%\*
- If several booking criteria change (dates, services, residences or type), 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 apply the following penalty charge:

- If your cancellation request is made prior to the Deadline: we will retain the deposit amount (one euro – €1).
  - If your cancellation request is made after the Deadline:
    - 100% of the total cost of accommodation
- And
- 100% of the cost of optional services if the cancellation request is made at least four days before the start of the holiday. This deadline is 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 Terms and conditions of booking

###### 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 total price of your accommodation and any optional services, whether or not they are included (including catering, children's clubs, sports lessons, 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 of withdrawal. In this case, the total amount of insurance, payable upon booking and non-refundable, will be retained by **PV**, and a penalty charge will be applied, as provided for in Article 4.3.2.2 below.

**Situation specific to Adagio:** Customers benefit from the right of withdrawal 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, subject to the terms set out in article 1.3.

- 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 30th 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 of withdrawal, **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. 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 by telephone on the following number: 0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International). For Adagio/Adagio Access accommodation, please use the following number: 0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International). For all bookings, you can also contact us by post at the following address: Groupe Pierre & Vacances Center Parcs -

ServiceRelation 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 apply the following penalty charge:

- If your request for modification is made more than thirty (30) days prior to your arrival: €50 per property (not applicable to partner residences)
- 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.

###### b) 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 prices diminish in line with 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 accommodation units 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.

In addition, in the event of cancellation, we will withhold the following compensation:

- If your cancellation request is made more than thirty (30) days prior to your arrival: €50 per property (not applicable to partner residences)
- 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 accommodation units).

###### 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 apply a penalty charge 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 apply a penalty charge 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 location**

If the Customer does not arrive at the location 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 a penalty charge equal to 100% of the total amount of the stay (accommodation, transport, and services where applicable).

We advise you to take out one of the insurance packages contracted 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.

- Duration of trip: If due to travel times, the first and/or last day are shortened, no refund will be given.

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

**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, and 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**

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. The keys must be returned before 10 am on the day of your departure. If you fail to return them by this time, an additional night's stay will be charged.

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.

A bank imprint may be requested on the Customer's arrival (see conditions in article 8 below).

## **ARTICLE 8 - SECURITY DEPOSIT**

A security deposit of between €200 and €2,000 may be required on arrival. This sum does not constitute a deposit.

The security deposit will be returned to the Customer at the end of his/her stay, less any compensation deducted for any damage caused (i.e. any damage and/or disturbance of any kind whatsoever in either the private or communal areas of the building).

The security deposit may be requested from the Customer, who hereby agrees, in the form of a pre-authorised payment on their bank card. This pre-authorisation does not correspond to a debit but is a reserve for subsequent payment authorised by the Customer's bank. In certain cases, and depending on the conditions set by the Customer's bank, which remain beyond PV's control, the pre-authorisation may appear to be in the process of being debited from the Customer's bank account.

This deposit by bank imprint will be requested from the Customer following their reservation on the website, or on arrival at the establishment.

The security deposit by bank imprint will allow PV to invoice the Customer for compensation corresponding to damage caused during the stay (as set out above), the loss of the keys to the accommodation issued on arrival, as well as any unpaid services, including optional services consumed on site. The Customer agrees to this by leaving his/her bank imprint. The rates for these services vary from one accommodation site to another and can be consulted in the welcome booklet available on arrival at the Customer's accommodation. The amount charged may not exceed €2,000.

This deposit may be charged by PV up to 15 days after the end of the stay. The deadline for releasing the amount of compensation may vary depending on the deadlines set by the Customer's bank.

In the event of unpaid damage or additional services, an invoice will be sent to the Customer following the pre-authorised debit.

## **ARTICLE 9 - MINORS**

We would like to draw your attention to the fact that our residences do not correspond to the types of accommodation referred to in articles R. 227-1 et seq. of the Code de l'action sociale et des familles and are not suitable for providing group or individual stays away from the family home for minors under the age of 18, unaccompanied by their legal guardians. **PV** reserves the right to refuse access to accommodation that has been booked in disregard 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, proceed to cancel the booking, if it discovers that the accommodation is to host minors aged under 18 years who are not accompanied by their legal guardian.

In application of the provisions of Article R-227-1 of the French Family and Social Action Code, the provisions of the present article do not apply to stays directly linked to sports competitions organised for their under-age licence holders by approved sports federations, their decentralised bodies and the clubs affiliated to them under the conditions set out in the French Sports Code.

## **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 resort. They are permitted, on a lead, in communal areas, but are forbidden around swimming pools. Our partner residences may not accept pets or may charge their own rates. Information is available directly from each residence. Animals are not permitted in our hotels, with some exceptions (please contact us). *For "Adagio": ask at reception for more information.*

## **ARTICLE 11 - ESTABLISHMENT REGULATIONS**

To make your holidays as pleasant as possible, ground rules are displayed in each accommodation unit 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 incident: 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 personal belongings left in your accommodation when you vacate them. 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 accommodation.

If no payment has yet been received, the Customer must pay for any Services 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 accommodation 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 cannot be held liable for any failure to comply with the regulations in force:

- Minors travelling without their parents: in addition to a valid identity card or passport, minors travelling abroad must have an authorisation to leave the country signed by their parents or guardians.
- Foreign nationals 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 **PV**. 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 accommodation.

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

If circumstances compel us, and only in cases 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 a holiday including transport, the timetables and routes, and the types of train, plane or boat, are communicated to you 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 number: 0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International). **PV** can be reached at this number from Monday to Friday from 9 am to 8 pm, on Saturday 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 available during your stay to respond to your complaints, resolve any malfunctions and help you make the most of your stay. Please contact them if you have any queries. After your holiday, any claim should be made:

via a declaration on our website via the online section <https://www.pierreetvacances.com/reclamation>, or a letter sent by registered post with acknowledgement of receipt, to Groupe Pierre & Vacances Center Parcs - Service Relations Client APS - 11, rue de Cambrai - 75947 Paris cedex 19, within two months of 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 accommodation 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 an 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>.

Pursuant to Article L. 211-17-1 of the French Tourism Code, the vendor or the retailer is bound to provide assistance should the traveller find themselves in difficulty. The request can be made via our website at <https://www.pierreetvacances.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 see the conditions applicable at the date of your booking (in particular, the booking, payment, modification and cancellation conditions), please refer to the conditions online at [pierreetvacances.com](http://pierreetvacances.com). The transfer 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. In the event of non-compliance, access to their accommodation may be refused. General descriptions and photos of accommodation 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 accommodation units, 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 about sports and leisure activities in the resorts and their surrounding areas is provided by the tourist offices and is given for information only. We cannot be held responsible if any of them should no longer be available during your stay. For any further information about the activities in these resorts, please contact the 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 - LIABILITY - LIMITATION PERIOD**

- 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 accommodation units, (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 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 Tourism Code. 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. This insurance takes effect:

- 1) For the "Cancellation Cover" policy: the day 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:** This policy covers people with their permanent residence in the EUROPEAN ECONOMIC AREA. The term European Economic Area refers to the following countries: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Guadeloupe, Réunion and Martinique, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Switzerland, Sweden, Andorra, Monaco, 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 "General Terms and Conditions" 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 covered for one of the risks covered by this new policy;
- 2) The policy you wish to cancel has not been fully implemented;
- 3) You have not reported any claim covered by this policy.

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

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: 0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International), For Adagio / Adagio

Access: 0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International).

Requests will be considered by our insurer. If the conditions are met, the insurer is obliged to refund the premium paid within thirty days of your termination. 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 data controller, processes 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 processed for the purposes of managing your holiday (including booking operations, follow-up, payment, billing, customer satisfaction assessment, and information).
- (ii) With the Customer's consent, his or her personal data is collected and processed for the purposes of sending information about our products, proposing additional services and promotional offers, and running competitions.

- (iii) In the context of legitimate interests, personal data is processed to enable us to ensure the continuity of service and the sustainability of the business.
- (iv) 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 processed

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 data processor or recipient if applicable, in particular the entities of the Center Parcs Business Line 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 performance of the contract.

### 4. Data transfer 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 such circumstances, the appropriate safeguards provided for by the European Regulation, such as the European Commission's Standard Contractual Clauses, will be entered into. 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. Data 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 periods

The Pierre & Vacances Center Parcs Group entity/ies that process(es) 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 deadlines 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 processing of your personal data, please consult our website [www.pierreenvacances.com](http://www.pierreenvacances.com) or request an electronic copy by e-mail.

### 7. Rights of individuals

Data subjects have the right to:

- Access their personal data,
- Rectify or delete this data (right to be forgotten), restrict the processing of this data or oppose its processing,
- Exercise data portability,
- For personal reasons, oppose the processing 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 data protection agency 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 processing 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 – Registered in the Paris Trade and Companies Register (RCS) under no. 314 283 326 – SIRET no. 314 283 326 00093 APE 7912 Z – Registered as a travel and holiday provider - IM075110024 – Intracommunity VAT number: 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.

PV Distribution is commissioned by the companies operating the Residences and Hotels in the Pierre et Vacances Center Parcs Group to sell holidays and to manage and monitor your bookings in their name and on their behalf (excluding transport services, insurance or the sale of package holidays sold in 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), SOCIETE D'EXPLOITATION TOURISTIQUE PIERRE & VACANCES GUADELOUPE (PARIS RCS 41188), SOCIETE D'EXPLOITATION TOURISTIQUE PIERRE & VACANCES MARTINIQUE (PARIS RCS 14), SOCIEDAD DE EXPLOTACION TURISTICA PIERRE & VACANCES ESPAÑA SL (VOLUME 382084 SECTION 11 SHEET B 382084 INSCRIPTION 11 BARCELONA),

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: 05.2024