

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

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

**Art. R. 211-3** – All offers and all sales of the services mentioned in article L. 211-1 give rise to the provision of appropriate documentation, which complies with the rules defined in the present section.

**Art. R. 211-3-1** – The exchange of pre-contractual information or the issuing of contractual terms and conditions is carried out in writing. This may be sent by email. This information includes the name or trade name and the address of the vendor or of the retailer as well as their registration no. in the commercial register provided for in article L. 141-3 or, where relevant, the name, address and registration no. of the federation or union mentioned at the second paragraph of article R. 211-2.

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

**1/** The main features of the travel services:

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

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

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

**d)** Meals provided;

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

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

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

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

**2/** The legal name and the geographic address of the vendor and the retailer, as well as their telephone numbers and, if necessary, email addresses;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Art. R. 211-7** – The purchaser may transfer their contract to a transferee who fulfils the same conditions as them in respect of taking the trip or holiday as long as the contract has not yet come into force. In the absence of more favourable specifications given to transferors, they are bound to inform the vendor or the retailer of their decision by any means enabling an acknowledgement of receipt to be received seven days before the start of the journey at the latest. This transfer is, under no circumstances, subject to prior authorisation from the vendor or the retailer.

**Art. R. 211-8** – If the contract includes the express possibility of a price review, within the limits provided for in article L. 211-12, it shall state the exact method of calculation of upward and downward price variations, in particular the amount of transport expenses and related taxes, the currency or currencies that may have an impact on the price of the travel or holiday, the portion of the price to which the variation applies and the exchange rate of the currency or currencies used as a reference when establishing the price appearing in the contract. In the case of downward variation in price, the vendor or the retailer is within their rights to deduct real administrative expenses from the refund due to the traveller. Upon request from the traveller, the vendor or the retailer will provide proof of these administrative expenses.

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

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

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

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

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

When the alterations to the contract or the alternative solution lead to a drop in quality of the journey or the holiday or of its cost, the traveller is entitled to an appropriate reduction in price. If the contract is cancelled and the traveller does not accept an alternative solution, the vendor or the retailer refunds all the payments made by the traveller or in their name within the briefest delay and in all events, within 14 days at the most following the cancellation of the contract, without prejudice to claim damages in application of article L. 211-17.

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

**Art. R. 211-11** – The assistance due by the vendor or the retailer in application of article L.211-17-1 consists of, in particular:  
1/ Providing useful information on health services, local authorities and consular assistance;  
2/ Assisting the traveller in carrying out long distance communications and in finding other travel services.  
The vendor or the retailer is entitled to bill a reasonable price for this assistance if the difficulty is deliberately caused by the traveller or his/her negligence. The amount billed will under no circumstances exceed the actual expenses assumed by the vendor or retailer.

#### **Particular terms and conditions of sale**

With the exception of customers who make one or more holiday bookings from 27 February 2020 for one or more holidays to be taken from 9 May 2020 in Pierre & Vacances Residences proposing the offers in article 6 hereinafter, and for one or more holidays to be taken from 27 February 2020 in Tourist Residences, Resorts and Hotels in Spain and Andorra proposing the offers in article 6 hereinafter, the conditions of "flexible" and "non-flexible" offers from the Terms and Conditions of Sale herein are not applicable.

### **ARTICLE 1 – BOOKING / PAYMENT**

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

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

- A deposit equivalent to:
    - 30% of the overall price of your booking and any additional services, whether included or not, in particular meals, children's clubs, sporting activities, etc.
    - 100% of the total cost of transport services (flights, transfers, car hire, rail travel, etc.), and any insurance premiums you wish to take out.
- A valid email address must be provided with each booking to enable us to process your request.

#### **1.2 - Right of withdrawal**

- From the date of payment of the deposit up until, and including, the 31<sup>st</sup> day prior to your stay, you benefit from the right to withdraw. In the event that you exercise this right, the amount of the deposit paid will be refunded to you **but the cancellation fee of €50 will remain the property of PV-CP Distribution** (hereinafter "PV-CP").

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

- Your attention is drawn to the fact that business relating to the organisation and sale of travel and holidays for a specific date and/or period is not subject to the 14-day "cooling-off" period that applies to other forms of long-distance selling.

**Particular situation- Adagio:** You benefit from the right to withdraw up until the 3<sup>rd</sup> day prior to your arrival for any booking made with an Aparthotel Adagio or Adagio Access.

#### **1.3 - Payment of the balance**

The full price of your booking plus any additional services is payable (excluding multiple payments):

- 30 days before the start of your holiday in a tourist Residence,
- or immediately for any last-minute booking on the basis of our specific offers.

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

You will thus be committed to the sale from the 30<sup>th</sup> day before your stay. **PV-CP** is committed to the booking once the booking confirmation has been issued. The customer is liable for all recovery costs. If you have not paid the full balance within the specified time-frame and you have not used your right to withdraw, **PV-CP** reserves the right to cancel the sale from the 30<sup>th</sup> day before your stay depending on your booking and may apply the cancellation conditions drawn up for this event and defined hereafter as a consequence.

#### **1.4 - Methods of payment**

- For all call centre bookings:
  - up to the 30<sup>th</sup> day before your stay, you can pay by credit/debit card\*, cheque\*\*, bank transfer\*\*\* or holiday vouchers\*\*\*\*
  - less than 30 days before your stay, you must settle the full amount by credit/debit card\* or with holiday vouchers\*\*\*\* according to the conditions below. Cheques are not accepted.
- For all on-line bookings:
  - credit/debit card\*, PayPal, Ideal (only available via the Dutch website)
  - N.B.: 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 in your customer space**

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

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

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

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

(\*\*\*\*) Authorised partner coupons / gift vouchers (under terms to be confirmed with the vendor) - Guarantee: All voucher bookings less than 30 days before your stay must be guaranteed by a credit/debit card number that is valid on the start date of your stay and a payment of at least 30% of the total rental price. Only the balance of the booking may be settled with gift vouchers that must be addressed by post (date as postmarked) within 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 €10.

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

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

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

**Payment deadlines:** The extension of payment deadlines can be granted (with or without fees) with our partner banking company under certain conditions, more information on the website [www.pierreetvacances.com](http://www.pierreetvacances.com).

#### **1.5 - Your travel file**

Provided full payment has been received before the beginning of your stay, you will receive your travel file within 24 hours, sent either by post or electronically via a link sent to your PV-CP account. Your travel file contains all the practical information required to help you get organised (itinerary, map, address) and the rental contract or accommodation slip as well as any booked services.

### **ARTICLE 2 – PRICES**

#### **2.1 - Prices**

Prices charged for services are based on economic data available at the time they are set. Changes to applicable taxes may lead us to

change prices for the services involved. Prices are flexible and variable according to a number of customisable criteria such as booking date, arrival date, length of stay, type of accommodation, additional services, etc.

## 2.2 - Accommodation

Our prices include all taxes and include the provision of the accommodation, including charges (water, electricity, heating) but excluding tourist tax, miscellaneous services and optional insurance premiums, payable on booking where applicable. We also wish to remind you that accommodation provided for a specific number of occupants on booking may in no circumstances be occupied by a larger number of people. It is reminded that young children are considered as occupying a complete space. Some of our balconies, loggias, terraces and gardens are not equipped with tables and chairs. For residences operated by Maeva, Pierre & Vacances, and Pierre & Vacances Premium, you may choose the location of your apartment using an additional fee-based service (subject to availability). This request must be directly addressed to the Residence's reception up to 15 days before the beginning of your stay. Unless you have subscribed to this service, we cannot guarantee a specific view or location and you will be automatically allocated an apartment.

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

Our prices are valid but limited to available seats on regular or charter airlines (price is dependent on the departure date); they include all taxes (excluding individual taxes such as airport and security taxes or passenger charges), and include transport on regular or chartered flights from Paris (additional fees may be incurred for other departure locations), the provision of accommodation including charges (water, electricity and heating), but excluding: tourist tax, transfer costs, optional additional services, pet charges, insurance premiums, or single occupancy room supplement for hotels.

For transport, you may be offered special rates depending on the terms and conditions and availabilities at the time of booking and the economic situation at that time. Changes to the economic situation compared to that at the time of publication may include the following:

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

## 2.4 - Optional services

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

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

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

## 2.5 - Snow Guarantee (Mountain destinations)

### 2.5.1 - Eligibility Conditions

The Snow Guarantee is a guarantee offered to all who booked their stay during the period "First Minute Offer" (from 11/04/2019 to 25/09/2019 inclusive for stays between 11/11/2019 and 03/01/2020 inclusive, from 26/09/2019 to 13/11//2019 inclusive for stays between 04/01/2020 and 03/04/2020 inclusive, from 14/11/2019 to 26/02/2020 inclusive for stays between 04/04/2020 and 12/05/2020 inclusive) by which you request the cancellation of your holiday booking, as long as all the following cumulative conditions are met:

- 1) The booking must have been made directly with **PV-CP**: through the [www.pierreetvacances.com](http://www.pierreetvacances.com) website, directly through **PV-CP** Residences, or the booking service, and excluding those not booked directly through **PV-CP**, in particular through tour operators,
- 2) The booking must concern a holiday taking place on a site of the "Pierre & Vacances" and "Pierre & Vacances Premium" brands located in the mountains, and not including partner and Maeva sites.
- 3) The booking of a holiday with the "Non-flexible" offer is not eligible (Article 6)

### 2.5.2 - What the guarantee covers

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

- 1) The lack or excess of snow occurs at residences located above 1,400 metres in altitude,
- 2) the lack or excess of snow occurs between the 3<sup>rd</sup> Saturday in December and the 2<sup>nd</sup> Saturday in April, and

- 3) the lack or excess of snow leads to the closure of more than 2/3 of skiable runs, usually in service at the residence where you are staying, in the five days prior to your departure.

Destinations concerned by the guarantee of snow are as follows (excluding partner and Maeva residences): La Tania, Méribel, Les Coches, L'Alpe-d'Huez, Flaine, Andorre, Arc 1800, Arc 1950, Font Romeu, Pyrénées 2000, Courchevel, Les Menuires, Avoriaz, Val d'Isère, Vars, Aime-La-Plagne, Plagne Soleil, Belle Plagne, Tignes Val Claret, Val-Thorens, Valmeinier, Plagne 1800, Plagne Bellecôte, Isola 2000.

### 2.5.3 - How to make the claim

You must inform PV-CP of your cancellation, then contact the Europ Assistance management department within five working days of the event covered by the guarantee. To do this, you must declare your cancellation either directly on the <https://pierreetvacances.eclaims.europ-assistance.com> website or by contacting Europ Assistance on +33 (0)8 05 54 28 05. Europ Assistance will send you a file to complete including a list of documents to be supplied, including documentation confirming the lack or excess of snow and the original cancellation invoice issued by PV-CP. You must then return the file to the following address: RDI Europ Assistance – GCC Parc de la Chênaie - 505 rue Claude Bernard 62320 Rouvroy - FRANCE.

### 2.5.4 - Total refunds

You will be reimbursed by PV-CP for any down-payments made or any amounts kept by PV-CP (accommodation and services). The compensation is paid after deduction of the excess specified in the Table of Amounts Covered. This excess is applied to all beneficiaries. All of the tourist services covered by the Snow Guarantee, whether they are additional or successive, constitute a single holiday, for which only one date of departure is taken into account: the date given by PV-CP for the beginning of the services insured.

#### Table of Amounts Covered

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

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

### 2.6.1 – Eligibility Conditions

Our accommodation prices include a sunshine guarantee promotion, only valid during the 2020 Summer Season from 10/05/2020 to 16/11/2020, excluding the period from 05/07/2019 to 31/08/2020, via which you can ask to change the site or dates of your holiday, as soon as the following cumulative conditions are met:

- 1) The initial holiday booking must have been made directly with PV-CP: through the [www.pierreetvacances.com](http://www.pierreetvacances.com) website, directly with Pierre & Vacances and Pierre & Vacances Premium, or through the booking service on +33 (0)1 73 27 55 90, and excludes those not booked directly through PV-CP, in particular through tour operators,
- 2) The booking must concern a holiday taking place on a "Pierre & Vacances, and Pierre & Vacances Premium"-branded site located on the French Atlantic or Normandy Coasts, and not including partner sites and Maeva,
- 3) The holiday booked must be for a minimum duration of seven consecutive nights,
- 4) The holiday booked must not take place between 05/07/2019 and 31/08/2020.
- 5) Holidays booked within the framework of "Flexible" and "Non-flexible" offers are not eligible (Article 6)

### 2.6.2 – Conditions of application

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

- 1) The website [www.lachainemeteo.com](http://www.lachainemeteo.com) must forecast a minimum of two days of rain during the booked holiday,
- 2) Your modification request can only be made with the Booking Centre on +33 (0)1 73 27 55 90 or with the residence where your booking was made,

- 3) Your request for modification must be carried out between three and five days before your booked holiday,  
4) Your modification request must be express, limited to one request per holiday booked.

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

The new booking is possible only in the 2020 Summer Season (from 10/05/2020 to 16/11/2020, excluding the period from 05/07/2019 to 31/08/2020), and for a duration at least equal to that of the modified holiday, availability permitting.

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

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

### **2.7 - Reduction**

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

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

### **2.8 - Adjustment of travel prices**

Prices are based on the following economic data:

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

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

## **ARTICLE 3 – TOURIST TAX**

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

## **ARTICLE 4 – ALTERATION / CANCELLATION OF HOLIDAY BY THE CUSTOMER**

### **4.1 – Modification**

#### **4.1.1 - Of the holiday**

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

We will endeavour to accept your requests to change the date, type of accommodation, holiday venue or optional services, as far as possible subject to availability. These alterations may be made at no additional cost. Given that the degression of prices is related to the duration of stays, if partial cancellation of the 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, or the number of apartments booked or optional services required, will be treated by **PV-CP** as a partial cancellation, and will be subject to the cancellation conditions set out in 4.2 hereunder.

##### **b) For Tourist Residences in France and the Hotel de l'Esterel at Cap Esterel and the Hotel du Golf at Pont Royal in Provence**

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

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

- if your modification request is made between 7 and 4 days prior to your arrival: **100% \***

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

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

NB:

- Any request to extend the length of your holiday will be accepted by **PV-CP** without any additional charge.

- Any request to shorten the duration of your holiday will be treated by **PV-CP** as a partial cancellation, and will be subject to the cancellation conditions set out in Paragraph 4.2 hereunder.

**c) For Spain, Andorra and Estepona Residences (not including partners)** No modification fee.

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

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

#### **4.1.2 - Packages (flights + accommodation)**

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

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

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

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

NB:

- Any request for an increase in the length of your holiday will be granted by **PV-CP** without additional costs except for transport services (see conditions above).

- Any request to reduce the length of your holiday will be deemed by **PV-CP** to be a partial cancellation and will be subject to the cancellation terms referred to in 4.2 hereafter.

### **4.2 - Cancellation (total or partial)**

In the event of cancellation, you must inform us either by telephone, for a Pierre & Vacances Residence, at the number +33 (0)1 73 01 85 66 (English speaking advisor), for Adagio/Adagio Access at the number +33 (0)1 73 01 85 66 (English speaking advisor) or by post to: Groupe Pierre & Vacances Center Parcs - Service Relation Client – Annulations, 11, rue de Cambrai - 75947 PARIS CEDEX 19 - FRANCE. The date of cancellation is determined by the date of receipt of notification.

#### **4.2.1 - For Aparthotels Adagio / Adagio Access**

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

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

#### **4.2.2 - Stay in a Tourist Residence (outside Spain<sup>(1)</sup> and Andorra) for the Hotel de l'Esterel at Cap Esterel and the Hotel du Golf at Pont Royal in Provence**

Regardless of the date on which the booking is cancelled, we retain, if applicable, the amount of any insurance premiums taken out. Please note, in the event of a cancellation, we will impose the following charges:

- if your cancellation request is made more than 30 days prior to your arrival: **€50 per accommodation, except for the Hotel de l'Esterel at Cap Esterel and the Hotel du Golf at Pont Royal in Provence**
- if your cancellation request is made between 30 and 21 days prior to your arrival: **30% \***
- if your request to change is made between 20 and 8 days prior to your arrival: **50% \***
- if your cancellation request is made 7 days or less before your arrival: **100% \***

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

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

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

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

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

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

- 100% cancellation charge per return scheduled flight ticket

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

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

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

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

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

and

- 100% cancellation charge per return scheduled flight ticket

#### 4.2.4 - Holiday in a Tourist Residence, Resort and Hotel in Spain and Andorra

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 two days or less before your arrival: **100%\***

#### Cancellation terms for specific holiday dates for the following Tourist Residences, Hotels and Resorts:

##### 1) Tourist Residences and Resorts in Spain

For all holidays starting between 04/04/2020 and 11/04/2020, or 11/07/2020 and 21/08/2020 if your request for cancellation is made 14 days or fewer before your arrival: **100%\***

For all holidays starting between 20/06/2020 and 10/07/2020, if your cancellation request is made 7 days or fewer before your arrival: **100%\***

##### a) Barcelona Sants Residence

For all holidays starting between 24/02/2020 and 27/02/2020, if your cancellation request is made 14 days or fewer before your arrival: **100%\***

##### b) Sevilla Residence

For all holidays starting between 28/04/2020 and 03/05/2020, if your cancellation request is made 14 days or fewer before your arrival: **100%\***

##### c) Village Fuerteventura Origo Mare

For all holidays starting between 05/12/2019 and 08/12/2019 inclusive, if your cancellation request is made 7 days or fewer before your arrival: **100%\***

For all holidays starting between 20/12/2019 and 04/01/2020 inclusive, if your cancellation request is made 14 days or fewer before your arrival: **100%\***

##### 2) Hotels in Spain

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

For all holidays starting between 08/04/2020 and 11/04/2020 and between 20/06/2020 and 10/07/2020 if your request for cancellation is made at least 3 days before your arrival: **100%**

For all holidays starting between 11/07/2020 and 23/08/2020, if your cancellation request is made 7 days or fewer before your arrival: **100%\***

##### b) Himalaia Baqueira Hotel

For holidays starting between 26/12/2019 and 04/01/2020, whatever the date at which the booking is cancelled, we will retain in this case 30% of the total amount of the booking.

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

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

For all holidays starting between 20/12/2019 and 25/12/2019, and 14/02/2020 and 08/03/2020, and 04/04/2020 and 11/04/2020, if your request for cancellation is made between 14 to 7 days before your arrival: **50%**

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

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

No show: **100%**

##### 3) Tourist Residences in Andorra

For all holidays starting between 05/12/2019 and 08/12/2019, 04/04/2020 and 11/04/2020, and 20/06/2020 and 10/07/2020 if your request for cancellation is made at least 7 days before your arrival: **100%\***

For all holidays starting between 20/12/2019 and 04/01/2020, and between 08/02/2020 and 08/03/2020 and 11/07/2020 and 21/08/2020, if your cancellation request is made at least 14 days before your arrival: **100%\***

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

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

If you do not show up at your holiday destination, we will keep the amount of any insurance premiums taken out plus the following compensatory amounts:

##### 4.3.1 - Holidays in Residences and in Hotels

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

##### 4.3.2 - Packages (air transport + accommodation + services)

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

##### 4.3.3 - Optional services

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

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

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

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

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

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

*N.B.: Stays that are neither "exchangeable" nor "refundable" are not eligible for cancellation insurance or for the snow guarantee.*

##### 5.2 - No-show at holiday venue

If you do not show up at your holiday destination, we will retain an indemnity equal to 100% of the total amount of the stay.

#### ARTICLE 6 – SPECIAL TERMS FOR "FLEXIBLE" AND "NON-FLEXIBLE" OFFERS

For all bookings of "flexible" and "non-flexible" offers, 100% of the total cost, potential transport services (flights, transfers, car hire, rail travel, etc.) and insurance premiums you wish to take out remain exclusively and definitively at your charge.

##### 6.1. Booking and payment of "Flexible" or "Non-flexible" offers

##### 6.1.1 - Registration and booking terms and conditions

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

- A deposit equivalent to:

- 10% of the overall price of your booking and any additional services, whether included or not, in particular meals, children's clubs, sporting activities, etc.

- 100% of the total cost of transport services (flights, transfers, car hire, rail travel, etc.), and any insurance premiums you wish to take out. A valid email address must be provided with each booking to enable us to process your request.

### **6.1.2- Absence of a “cooling-off” period**

- From the date of payment of the deposit up until, and including, the 31<sup>st</sup> day prior to your stay, you benefit from the right to withdraw. In the event that you exercise this right, the amount of the deposit paid will be refunded to you **but the cancellation fee of 10% will remain the property of PV-CP Distribution** (hereinafter “PV-CP”).

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

- Your attention is drawn to the fact that business relating to the organisation and sale of travel and holidays for a specific date and/or period is not subject to the 14-day “cooling-off” period that applies to other forms of long-distance selling.

### **Particular situation for flexible offers that can be modified and cancelled up until 3, 8 or 15 days before arrival:**

- A corresponding payment of €1 must be paid along with all bookings.
- A cancellation option is available to you up until, respectively, the 15<sup>th</sup>, 8<sup>th</sup> or 3<sup>rd</sup> day before arrival, depending on the offer.

### **Particular situation for non-flexible offers**

- A payment corresponding to the total price must be paid along with all bookings.
- No cancellation option is available to you.

### **6.1.3 - Payment of the balance**

The full price of your booking plus any additional services is payable (excluding multiple payments):

- 30 days before the start of your holiday in a tourist Residence, or immediately for any last-minute booking on the basis of our specific offers.

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

You will thus be committed to the sale from the 30<sup>th</sup> day before your stay. **PV-CP** is committed to the booking once the booking confirmation has been issued. The customer is liable for all recovery costs. If you have not paid the full balance within the specified time-frame and you have not used your right to withdraw, **PV-CP** reserves the right to cancel the sale from the 30<sup>th</sup> day before your stay depending on your booking and may apply the cancellation conditions drawn up for this event and defined hereafter as a consequence.

**6.1.3.1. The “flexible” offer, which can be modified or cancelled up until 15 days before arrival:** The full price of your booking and any additional services is payable (unless to be paid in several instalments), 14 days before the beginning of your holiday for a booking in a Tourist Residence,

**6.1.3.2. The “flexible” offer, which can be modified or cancelled up until 8 days before arrival:** The full price of your booking and any additional services is payable (unless to be paid in several instalments), 7 days before the beginning of your holiday for a booking in a Tourist Residence,

**6.1.3.3. The “flexible” offer, which can be modified or cancelled up until 3 days before arrival:** The full price of your booking and any additional services is payable (unless to be paid in several instalments), 2 days before the beginning of your holiday for a booking in a Tourist Residence,

**6.1.3.4. The “non-flexible” offer:** The full price of your booking and any additional services are payable (unless to be paid in several instalments), immediately for all last minute bookings within the framework of special offers.

## **6.2. Modification and cancellation of “flexible” and “non-flexible” offers**

For “flexible” and “non-flexible” offers, regardless of the date or the Residence chosen when the booking is cancelled, we retain where applicable, any transport services provided (flights, transfers, car hire, rail travel, etc.) and the amount of any insurance premiums that may have been taken out.

### **6.2.1. Non-flexible offer**

Concerning a non-flexible offer, subscription to the Offer, the services and/or the Holidays booked are neither exchangeable, refundable nor modifiable. No requests for alterations and/or cancellations can be taken into consideration. Irrespective of the date on which a booking is cancelled, we retain a penalty payment equal to 100% of the total cost of the accommodation and all services ordered.

If you do not show up at your holiday destination, we will retain an indemnity equal to 100% of the total amount of the stay.

### **6.2.2. Flexible offers:**

#### **6.2.2.1. Flexible offer, which can be modified or cancelled up until 31 days before arrival**

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 change generates costs for PV-CP, which will vary depending on the date on which you make your request.

In the event of modification, we will retain the following compensatory amounts:

- If your modification request is made more than 30 days prior to your arrival:
  - If it involves a change of dates, a reduction of duration, the cancellation of accommodation or the cancellation of a service: 10%\*
  - If it involves any other type of modification: 0%\*
- If your modification request is made between 30 days and up to 3 days prior to your arrival:

- Involving a change of dates:

In the case of an increase or reduction in duration: 100%\*

- Involving a change to additional services:

In the case of an addition: 0%\*

In the case of a cancellation: 100%\*

- Involving a change of residence: 100% \*

- Involving a change in type of accommodation, if the modification involves an upgrade in category: 0%\*, subject to availability; If the modification involves a downgrade in category: 100%\*

In the event of change to 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).

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

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

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

If your cancellation request is made more than 30 days prior to your arrival: 10%\*

If your cancellation request is made 30 days or less prior to your arrival: 100%\*

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

#### **6.2.2.2. Flexible offer, which can be modified or cancelled up until 15 days before arrival**

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 change generates costs for PV-CP, which will vary depending on the date on which you make your request. In the event of modification, we will retain the following compensatory amounts:

- If your modification request is made more than 14 days prior to your arrival: 0%\*
- If your modification request is made 14 days or less prior to your arrival:

- Involving a change of dates:

In the case of an increase or reduction in duration: 100%\*

- Involving a change to additional services:

In the case of an addition: 0%\*

In the case of a cancellation: 100%\*

- Involving a change of residence: 100% \*

- Involving a change in type of accommodation, if the modification involves an upgrade in category: 0%\*, subject to availability; If the modification involves a downgrade in category: 100%\*

In the event of change to 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).

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

Regardless of the date on which the booking is cancelled, we retain, if applicable, the amount of any insurance premiums taken out. Please note, in the event of a cancellation, we will impose the following charges:

If your cancellation request is made more than 14 days prior to your arrival: 0%\*

If your cancellation request is made 14 days or less prior to your arrival: 100%\*

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

### 6.2.2.3. Flexible offer, which can be modified or cancelled up until 8 days before arrival

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 change generates costs for PV-CP, which will vary depending on the date on which you make your request. In the event of modification, we will retain the following compensatory amounts:

- If your modification request is made more than 7 days prior to your arrival: 0%\*
- If your modification request is made 7 days or less before your arrival:

- Involving a change of dates:

In the case of an increase or reduction in duration: 100%\*

- Involving a change to additional services:

In the case of an addition: 0%\*

In the case of a cancellation: 100%\*

- Involving a change of residence: 100% \*

- Involving a change in type of accommodation, if the modification involves an upgrade in category: 0%\*, subject to availability; If the modification involves a downgrade in category: 100%\*

In the event of change to 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).

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

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

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

If your cancellation request is made more than 7 days prior to your arrival: 0%\*

If your cancellation request is made 7 days or less prior to your arrival: 100%\*

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

### 6.2.2.4. Flexible offer, which can be modified or cancelled up until 3 days before arrival

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 change generates costs for PV-CP, which will vary depending on the date on which you make your request. In the event of modification, we will retain the following compensatory amounts:

- If your modification request is made more than 2 days prior to your arrival: 0%\*
- If your modification request is made 2 days or less before your arrival:

- Involving a change of dates:

In the case of an increase or reduction in duration: 100%\*

- Involving a change to additional services:

In the case of an addition: 0%\*

In the case of a cancellation: 100%\*

- Involving a change of residence: 100% \*

- Involving a change in type of accommodation, if the modification involves an upgrade in category: 0%\*, subject to availability; If the modification involves a downgrade in category: 100%\*

In the event of change to 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).

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

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

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

If your cancellation request is made more than 2 days prior to your arrival: 0%\*

If your cancellation request is made 2 days or less prior to your arrival: 100%\*

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

## ARTICLE 7 – TRANSPORT

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

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

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

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

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

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

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

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

- For Mauritius: Air Mauritius, Corsair, Air France.

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

## ARTICLE 8 – 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-CP**.

**PV-CP** draws your attention to the fact that failing full payment even after reminders have been issued, you will not be given the keys to accommodation if you present yourself at your holiday destination. For holidays of one week or more, keys will be available from 5pm on the day of your arrival, subject to the aforementioned payment. These keys must be handed in by 10am on the day of your departure (*Saturday in most cases*). After this time you will be charged for an extra night.

For short stays, keys are available from 4pm subject to payment of the said sum and must be returned before midday on the day of departure.

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

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

## ARTICLE 9 – DEPOSIT

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

Pierre & Vacances and Pierre & Vacances Premium labels: 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 (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 certain 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-CP** up until 8 days after 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 of which the total will be determined according to the type of accommodation may be requested in the form of credit card payment authorisation. This authorisation will be valid for 8 days following the end of your holiday.

The deposit will be returned to you, with deductions made for any damage caused (this includes damage and/or trouble of any sort in either the private (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 10 – MINORS

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

## ARTICLE 11 – PETS

Pets are accepted, except for category 1 and 2 dogs defined as dangerous, upon presentation of an anti-rabies certificate and a declaration of suitability for possession in the case of listed dogs, in most of our Residences, on payment of a fixed fee, the amount of which can be found by contacting the Residence concerned or consulting the website. The fee is payable at the destination. They are permitted, on a lead, in the communal sections, but are forbidden around swimming pools. Our partner residences may not accept animals or charge different rates. Contact the residence directly for information. Animals are not permitted in our hotels, with some exceptions (please contact us). For "Adagio": Ask the Residence directly.

## ARTICLE 12 – ESTABLISHMENT REGULATIONS

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

## ARTICLE 13 – 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 14 – EARLY DEPARTURE / EARLY END TO SPORTS OR LEISURE ACTIVITIES

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

## ARTICLE 15 – 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, bad weather conditions, etc.). You will be informed of any such circumstances as soon as possible.

## ARTICLE 16 – AFTER-SALES SERVICE

If you wish to contact PV-CP for anything you may need during your stay, please call the following non-taxable number +33 (0)1 73 27 55 90. PV-CP can be reached at this number from Monday to Friday from

9am to 8pm, on Saturdays from 9am to 7pm and on public holidays from 9am to 5pm.

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:

on our website via the online section: <https://www.pierreetvacances.com/reclamation> or by sending a registered letter with acknowledgement of receipt to Groupe Pierre & Vacances Center Parcs - Service Relations Clientèle APS - 11 rue de Cambrai - 75947 Paris Cedex 19 - FRANCE, within 2 months of the end of your holiday. We remind you that the later you leave it to lodge a complaint, the more difficult it will be for us to handle your claim and resolve it to your advantage. In your letter, please specify the name of the person who booked the holiday, the booking number, the place and dates of your holiday and the type of apartment or room booked in order to facilitate the processing of your claim. Please also enclose all documentary evidence to enable us to process your claim as quickly as possible.

We hereby inform you that following a previously unsuccessful attempt to resolve a dispute filed in writing by our Customer Relations Department, 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 80303 - 75823 Paris Cedex 17 - FRANCE – <http://mtv.travel>.

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

You can make your request via the online section: <https://www.pierreetvacances.com/reclamation> or by sending a letter to the Customer Relations Department (address provided above):

## ARTICLE 17 – VALIDITY OF THE GENERAL TERMS AND CONDITIONS OF SALE

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

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

## ARTICLE 18 – RESPONSIBILITY - LIABILITY

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

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

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

In the event of a combination of travel services, that which is proposed is a package in the sense of the EU directive 2015/2032 and of article L. 211-2 II of the French Tourism Code. You benefit from all the rights granted by the European Union applicable to packages such as replicated in the French Tourism Code. **PV-CP** will be wholly responsible for the proper execution of the package in its entirety. In addition, as required by law, **PV-CP** holds protection in order to refund your payments and if the transport is included in the package, to ensure your repatriation in the event that **PV-CP** goes bankrupt. For further information on basic rights under the EU directive 2015/2032, please consult our website [www.pierreetvacances.com](http://www.pierreetvacances.com)

## ARTICLE 19 – INSURANCE

### 19.1 - General considerations

For you, we have taken out an insurance policy including various guarantees. The policy takes effect:

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

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

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

### 19.2 – Right of cancellation

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

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

In this situation, you may exercise your right to cancel this policy by notifying it in writing 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 for Pierre & Vacances at the number +33 (0)1 73 01 85 66 (English speaking advisor), for Adagio / Adagio Access at the number +33 (0)1 73 01 85 66 (English speaking advisor).

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

## ARTICLE 20 – PERSONAL DATA

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

### 1. Purposes

- (i) Within the context of executing the contract or of pre-contractual measures carried out upon request from the person concerned, this data is collected and handled for the purposes of managing your holiday (including booking operations, follow-up, payment, customer satisfaction assessment and information):
- (ii) Within the framework of Client consent, the latter's personal data is collected and handled for the purposes of communicating information on our products, services and special offers, and participating in competitions from Pierre & Vacances Center Parcs Group brands and/or entities. The following are considered to be Pierre & Vacances Center Parcs Group brands and/or entities:

PIERRE & VACANCES, PIERRE & VACANCES PREMIUM, MAEVA, MAEVA.COM, LA FRANCE DU NORD AU SUD, LE SKI DU NORD AU SUD, APARTHOTEL ADAGIO, APARTHOTEL ADAGIO ACCESS, CENTER PARCS, SUNPARKS, PIERRE & VACANCES CONSEIL IMMOBILIER AND LES SENIORIALES.

- (iii) Within the framework of compliance with legal obligations, data is collected and processed, particularly for the purposes of securing payment operations by determining the level of fraud risk associated with each transaction, and more broadly, in order to comply with all 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 client and **PV-CP** or (ii) the communication of personalised information in view of preparing a future contract. Optional information not communicated will not call into question the delivery of the services agreed or the response to requests for information, although it may limit the pertinence.

### 3. Recipients of data gathered

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

Data may also be transferred to partners when required for the execution of the contract.

### 4. Transfer of data abroad

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

### 5. Security

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

### 6. Retention period

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

For further information concerning PV-CP'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 email.

### 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 and handling of optional data at any time;
- define the directives relative to the storage, deletion and communication of their personal data after their death and oppose telephone solicitation by signing up to the BLOCTEL list;
- lodge a complaint with the CNIL or the Supervisory Authority of their place of residence.

You can make your request via the online section: <https://www.pierreetvacances.com/reclamation>, or by sending a registered letter with acknowledgement of receipt to Groupe Pierre & Vacances Center Parcs - Service Relations Clientèle APS - 11 rue de Cambrai - 75947 Paris Cedex 19 - FRANCE. Valid proof of identity is likely to be requested of you.

For further information concerning PV-CP'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 email.

## **ARTICLE 21**

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

PV-CP Distribution – Limited Company with capital of €6,055,935 – Registered Office: L'Artois - Espace Pont de Flandre - 11 rue de Cambrai - 75947 Paris Cedex 19 - FRANCE – 314 283 326 RCS PARIS (Business Identification) – SIRET 314 283 326 00093 – APE 7912 Z – Registered as a travel and holiday provider - IM075110024 – Intracommunity VAT number: FR 96 314 283 326. Professional civil liability insurance: RSA, Immeuble PACIFIC – 11-13 cours Valmy - 92977 Paris La Défense - FRANCE – Financial guarantee: APST Association Professionnelle de Solidarité du Tourisme – 15 avenue Carnot – 75017 Paris - FRANCE.

On behalf of the operators of Groupe Pierre & Vacances Center Parcs Residence and Hotel operators, PV-CP Distribution is responsible for allocating holidays, managing and monitoring bookings (excluding transport services, insurance and administration fees or the sale of package deals under its own name). Operating companies: ADAGIO S.A.S (503 938 110 RCS PARIS), PIERRE & VACANCES ITALIA S.R.L (1014782 – Rome), PV-CP CITY (513 635 987 RCS PARIS), PV RESIDENCES & RESORTS FRANCE (508 321 155 RCS PARIS), SNC DOMAINE DU LAC DE L'AILETTE (450 540 695 RCS PARIS), CENTER PARCS RESORTS FRANCE (508 321 213 RCS PARIS), SOCIETE D'EXPLOITATION TOURISTIQUE PIERRE & VACANCES GUADELOUPE (478 890 890 RCS PARIS), SOCIETE D'EXPLOITATION TOURISTIQUE PIERRE & VACANCES MARTINIQUE (478 890 684 RCS PARIS), SOCIEDAD DE EXPLOTACION TURISTICA PIERRE ET VACANCES ESPAÑA SL (Tomo 41188 Folio 14 Hoja B 382084 Inscripcion 11 Barcelona), CENTER PARCS RESORTS FRANCE in the name and on behalf of VILLAGES NATURE TOURISME SAS (801 435 306 MEAUX).

Updated: 06.02.2020