

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

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

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

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

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

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

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

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

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

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

**Art. R.211 - 8** - If the contract includes the express possibility of a price review, within the limits provided for in article L.211-12, it shall state the exact method of calculation of upward and downward price

variations, and in particular the amount of transport expenses and related taxes, the currency or currencies which may have an impact on the price of the travel or holiday, the portion of the price to which the variation applies and the exchange rate of the currency or currencies used as a reference when establishing the price appearing in the contract.

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

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

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

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

- either offer services to replace the initial services, bearing any additional cost and, if the services accepted by the purchaser are of inferior quality, the vendor must refund the price difference as soon as he returns;
- or offer other services to replace those initially planned, bearing any additional costs; if the services accepted by the purchaser are of a lower standard, the seller must reimburse the difference in price to the purchaser as soon as they return home; or, if he cannot offer any replacement service or if they are rejected by the purchaser on valid grounds, provide the purchaser, at no additional cost, travel tickets so that he can return to the point of departure or to another venue accepted by both parties under conditions deemed to be equivalent. The provisions of this article are applicable in the event of non-adherence to the obligation set out in the paragraph 13 of article R.211-4.

#### Particular terms and conditions of sale

The company Suntrade (Daulber Travel) has been engaged by PVCP to offer, sell and operate touristic packages including but not necessarily limited to, a transport service in more than one residence, a club or a hotel promoted by PVCP. As a result, these Conditions bind Suntrade to the customer who purchases a package (flight or train + accommodation + secondary services) on various websites PVCP or from its Call Center

### ARTICLE 1 - BOOKING / PAYMENT

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

All bookings must be accompanied by a payment to include :

- Deposit: a maximum of 30€ per accommodation unit reserved
- Payment of 50% deposit if your reservation is made more than 35 days before departure and 50% balance on 35<sup>th</sup> day before your departure
- Payment of 100% balance of the booked package including accommodation and transport and services as well as any optional travel insurance. If your booking is made less than 35 days before departure

When processing to your booking, please note that you may be offered a change of airport. Flights and connections are presented by the airlines , but the cost of transportation between airports is the responsibility of the client.

#### 1.2- Payment

The full price of your package and any additional services is payable immediately for bookings made within 35 days before departure.

For travel taking place more than 35 days after booking:

- you will have to pay a deposit in the amount of 50% of your stay or settle the entire trip
- payment of the remainder of the balance is due 35 days before the beginning of your travel

The full price must have been paid before **SUNTRADE** can send your travel documents (including your rental contract or accommodation voucher, joining instructions, airline tickets or confirmations.)

**SUNTRADE** is committed to the booking once the booking confirmation has been issued. The customer is liable for all recovery costs. If you have not paid the full balance within the specified timeframe, **SUNTRADE** reserves the right to cancel the sale.

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 seven or fourteen-day "cooling-off" period which applies to other forms of long-distance selling.

#### 1.3 - Methods of payment

- For all call centre bookings:
  - up to the 36th day before your stay, you can pay 50% of your booking amount by credit/debit card\*.
  - less than 36 days before your stay, you must settle the full amount by credit/debit card according to the conditions below. Cheques are not accepted.

For all on-line bookings:

- credit or debit card
- NB: payment by credit/debit card. Is mandatory for customers living outside France
- (\*) Bank cards accepted: Visa, Eurocard / MasterCard, Carte Bleue

#### 1.4 – Your travel file

Provided full payment has been received, you will receive your travel file 15 or 3 days before your departure, sent via email. Your travel file contains all the practical information required to help you get organised (itinerary, map, address) and the rental contract or accommodation voucher 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. They are flexible and variable according to a number of customisable criteria such as booking date, arrival date, length of stay, type of accommodation, additional services.

#### 2.2 - Package deals (air transport + accommodation + services)

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 (including individual taxes such as airport & security taxes or passenger charges), and include transport on regular or chartered flights (additional fees may be incurred for other departure locations), the provision of accommodation including charges (water, electricity and heating), and optional services booked as transfers between arrival airport and the residence Pierre et Vacances, meals plan,...but excluding: administration charges and, where due, tourist tax, optional additional services, pet charges, insurance premiums, or single occupancy room supplement for hotels.

For transportation, 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.),
- rate supplements that will have to charge Suntrade in case of change of the price offered by the airline.

### 2.3 Review of Transportation prices

The proposed prices were determined based on the following economic data :

- Transport costs linked notably to fuel costs,
- Dues, fees for services provided, such as landing taxes, embarkation, disembarkation at ports and airports.

In the event of a variation of price relative to the above data, Suntrade reserves the right to alter its sales prices in full or partially

According to the legislation in force and for Suntrade customers already booked, no price revision will be applied less than 30 days before departure.

In the event of change to any of this data, **SUNTRADE** 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 **SUNTRADE** guests already booked, no changes will be made to prices less than 30 days before their departure

### 2.4 - Optional services

Our packages rates do not include optional extra services on offer in the PVCP catalogue, on his website or on site.

### ARTICLE 3 - TOURIST TAX

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

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

#### 4.1 - Modification

In the event of modification, you must notify Pierre & Vacances and contact the call center at the following number: 00 33 4 84 31 46 59. The delivery date of the notification will be treated as the modification date.

Suntrade will do everything in its power to accommodate as far as possible the client's desired change, subject to availabilities. However, please note that this type of change generates costs for **SUNTRADE**, which will vary depending on your request date.

The modification of outbound and/or return date of your transport is either impossible or will incur additional fees 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 + services) incurs costs :

- 100% of total package (flight, hotel/residence and services) if your request to change is submitted less than 35 days before your departure date
- 75% of total package (flight, hotel/residence and services) if your request to change is submitted between 36 and 45 days before your departure date
- 50% of total package (flight, hotel/residence and services) if your change request is submitted between 46 and 90 days before your departure date
- 150€ if your change request is submitted more than 91 days before your departure date

**In some cases, and depending on the airline, air tickets may be non-modifiable, non-refundable. In this case, the modification fees may require the re-issuance of air tickets and/or this will result in higher modification fees to those indicated above.**

N B: any request for modification of the length of your holiday will be considered by **SUNTRADE** as partial cancellation and will be subject to the cancellation terms referred to in paragraph 4.2 below.

Any request for modification/correction concerning your identity (name, surname, first name etc...) will be subject to modification or cancellation fees. For more than 2 letters to modify on your name, surname, first name etc... The modification fees may require the re-

issuance of air tickets and this will result in higher fees to those indicated above.

#### **Specific conditions for promotional sales, events etc ...:**

For special operations or promotional sales (ex: Special offers, Limited Edition... etc ...) all the flights are non-modifiable and non-refundable.

### 4.2 - Cancellation (total or partial) Packages (flights + accommodation)

In the event of cancellation, you must notify Pierre & Vacances either by post to the following address Groupe Pierre & Vacances Center Parcs - Service Relation Client – Annulations, 11, rue de Cambrai - 75947 Paris Cedex 19 – France, or by email at the following address [technical.support.ccc@groupepvcp.com](mailto:technical.support.ccc@groupepvcp.com) The delivery date of the notification will be treated as the cancellation date.

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

Cancellation Packages (flights + accommodation + services)

- 100% cancellation charge if your cancellation request is submitted 35 days prior to your arrival
- 30%\*\*\* of the total amount inclusive of taxes, excluding transport + 100% of the amount of the transport (flight and/or rail) inclusive taxes if your cancellation request is submitted between 36 to 90 days prior to your arrival
- 150€ + 100% of the amount of the transport inclusive taxes if your cancellation request is submitted more than 91 days prior to arrival

\*\*\*A minimum of 150€ + 100% of the amount of the transport inclusive of taxes (Flight and/or rail)

#### 4.3 – No Show at the airport or departure point

If you do not show up at the airport or train station the day of departure, there will be no refund of any payments made by the customer in respect of the package sold plus the amount of any insurance premiums.s:

- 100 % of the total package amount.

Not using any additional services or pre-booked extras which have been invoiced will not give rise to any refund.

We advise you to take travel insurance such as the policy via Mondial Assistance (see Article 18 - Insurance).

The insurance premium must be paid in full when booking and is non-refundable.

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

Some of our holiday offers are marked "Non-exchangeable or/and 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 **SUNTRADE**, booked offers, services and/or Holidays are non-exchangeable, non-refundable and cannot be altered in any way. No requests for alterations and/or cancellations can be taken into consideration. Irrespective of the date on which a booking is cancelled, we withhold the administration charge and a penalty payment equal to 100% of the total cost of the accommodation. Failure to take up any booked or invoiced optional services will not give rise to any refund. NB / Stays which are neither "exchangeable" nor "refundable" are not eligible for cancellation insurance or for the snow guarantee.

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

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



## **ARTICLE 6 - TRANSPORT**

### **6.1 Carrier and schedules:**

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

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

⇒ Particular note with respect to air transport

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

- to Europe: Air France, Iberia, Air Europa, Vueling, Easyjet, Ryanair, TuiFly, Norwegian, British Airways, KLM, Lufthansa, Air Nostrum, TAP Air Portugal, SAS Ireland, Aer Lingus, Meridiana, Alitalia, Brussels Airlines, Aegean et Transavia

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

- to Mauritius: Air Mauritius, Corsair, Air France, Emirates, British Airways...

**SUNTRADE** may also propose charter flights. PVCP undertakes, at the latest 7 (seven) days prior to your departure, or at the time of full payment of your booking if this is made within 7 (seven) days of your departure, to confirm the identity of the actual travel company operating the flight(s) concerned.

### **6.2 - Pre / Post-routing:**

In the case of a pre-routing, train or plane, between the client's departure city and the airport of departure. (This example below may apply to Paris or any International Airport.)

The pre and post-routing between the city of departure and Paris can be by train or plane, depending on the airline operating international flights. Note that a change of airport in London between 2 airports is possible, in this case the transfer will be at your charge.

Pre and post-routing uses as possible the best solutions to minimize your waiting time.

The time and correspondence constraints may require that it be operated 24 hours before the departure of the flights. If this requires that a night be spent in the transit airport, it remains the responsibility of the passengers. The actual departure of the original city of the client can be done the day before the indicated departure date.

Similarly, a post-routing may occur within 24 hours of arrival of the international return flight. If this requires that a night be spent in the transit airport, it remains the responsibility of the passengers. The actual return in the of the original city of the client can thus be made the day following the date mentioned in the purchase order and the number of days of the total package would therefore be modified.

In all cases, the number of overnight stays on site will be respected and it is the only contractual duration to which Suntrade will commit.

Pre / post routing schedules are communicated as soon as possible and in any event at the same time as the international flight schedules.

On scheduled flights, all sections must be used otherwise the airline reserves the right to adjust the price or cancel the seats.

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

For Maeva, Pierre & Vacances and Pierre & Vacances Premium: On arrival, you must present the credit card used for the booking, plus valid identification. Failure to comply may result in access to your accommodation being refused by PVCP. PVCP draws your attention to the fact that in the event that full payment is not made, even after reminders have been issued, then the keys to your accommodation will be withheld if you present yourself at your holiday destination. For holidays of one week or more, keys will be available from 5pm on the day of your arrival, subject to the aforementioned payment. These keys must be handed in by 10am on the day of your

departure (Saturday in most cases). After this time you will be charged for an extra night. For short stays, keys are available from 2pm subject to payment of the said sum and must be returned before 12 noon on the day of departure (5pm may be possible, depending on availability). For certain Residences (and in particular Adagio, hotels; Spain and Partner Residences), the arrival and departure times may vary: further information is available directly from each Residence or on the website. You may be requested to complete a police form upon arrival, in compliance with the current laws and regulations in certain countries.

## **ARTICLE 8 - DEPOSIT (CAUTION)**

On arrival, you may be asked for a security deposit, (caution) of between €200 and €500. which may vary according the brand or accommodation type booked. This will be 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 damages and compensation for any disturbances/damages caused in either the private or shared parts of the building), unpaid services including optional services/extras used on site (telephone, parking, etc.) and loss of the keys to the accommodation provided to you upon arrival. Further information regarding the caution is available directly from each Residence or from the website.

## **ARTICLE 9 - MINORS**

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

## **ARTICLE 10 - PETS**

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

## **ARTICLE 11 – ESTABLISHMENT REGULATIONS**

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

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

For these holidays, including travel, each passenger must have a currently valid identity card or passport. We advise you to check the validity of the identity cards or passports of all members of the party (adults/children/infants), your insurance, and for holidays abroad, currency exchange regulations and any necessary vaccinations. We are not responsible for people who do not comply with all applicable regulations: . For minors traveling 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. It is your responsibility to check that the entire party is in possession of a valid identity document and/or visa for all the countries on the itinerary especially if the arrival airport is not the same as the final destination country (eg Geneva Switzerland for French ski resorts).

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

Early departure or any interruption to sports or leisure activities booked with **SUNTRADE** does not entitle you to reimbursement from **SUNTRADE**. However, depending on the package available with the Mondial Assistance policy (see article 18) (or other travel insurance policy), 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.

The cost of modifying or re-issuing of return travel tickets will be entirely borne by the customer.

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

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

**ARTICLE 15 – CUSTOMER SERVICE:**

Our on-site teams are at your disposal during your holiday to respond to your complaints, resolve any problems and enable you to enjoy your holiday to the full. Simply contact them with any requests. After your holiday, any claim should be made: By completing the declaration on our website <http://www.pierreenvacances.com/help>, or sending a registered letter with acknowledgment of receipt to Groupe Pierre & Vacances Center Parcs - Service Relations Clientèle APS - 11, rue de Cambrai - 75947 Paris Cedex 19 - France, or sending an email to: [relation.client@groupepvcp.com](mailto:relation.client@groupepvcp.com) within 2 months of the end of your holiday. We remind you that the later you leave it to lodge a complaint, the more difficult it will be for us to handle your claim and resolve it to your advantage. In your letter, please specify the name of the person who booked the holiday, the booking number, the place and dates of your holiday and the type of apartment or room booked in order to facilitate the processing of your claim. Please also enclose all documentary evidence to enable us to process your claim as quickly as possible. We hereby inform you that following a previously unsuccessful attempt to resolve a dispute filed in writing by our Customer Relations service, you have the possibility to request mediation by contacting the Médiateur du Tourisme et du Voyage at the following address: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17 - <http://mtv.travel>.

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

Booking one of our holidays implies acceptance of our general and specific terms and conditions of sale. These conditions are those applicable at the printed date 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 applicable to packages operated by **SUNTRADE**. General descriptions and photos of apartments are provided for informational purposes only. Given the diversity of the PVCP range, there are differences in the layout and decoration of certain apartments and rooms. We present general descriptions of our apartments, sample layout plans, photographs and virtual visits in our catalogue and on our website: these are supplied for informational purposes only. Please do not hesitate to contact us for any further information. All information on sporting and leisure activities at the resorts and surrounding area is supplied to us

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

**ARTICLE 17 – RESPONSIBILITY - LIABILITY**

- We would draw to your attention the fact that renting a holiday apartment does not fall within the framework of hoteliers' liability. Consequently, **SUNTRADE**, **PVCP** or any company for whom **PVCP** acts for distribution purposes, cannot be held liable in the event of the loss or theft of or damage to personal effects in our Residences, apartments, car parks or communal areas (bicycle shed, etc.) - Please note that the liability of hotel operators for the rental of accommodation in the hotels is governed by the French Civil Code. The hotel operator can therefore be held liable only within the legal limits in the event of loss, theft or damage to personal belongings in their rooms, car parks or communal facilities (ski rooms, cycle garages, etc.). - Provision for sums due for services sold by **PVCP** is not included in the field of application of the hotel statute (article 2272 of the Civil Code). In exception to Article 2244 of the Civil Code, the sending of a registered letter by **PVCP** to any client - debtor interrupts the statute applicable in such a case.

**ARTICLE 18 – INSURANCE**

**18.1 - General considerations**

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

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

NB: this policy covers people with their permanent residence in Europe. This includes all Member States of the European Union, geographically located in Europe, as well as the following countries and territories: Guadeloupe, Guyana, Martinique, Mayotte, Reunion, Saint-Barthélemy, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Martin, Switzerland and Vatican City. The Azores and Madeira are not covered by this definition. Claims examination procedure: Mondial Assistance has established a claims processing procedure for this policy. This procedure can be consulted within the General Administrative Terms and Conditions of the insurance policy, which you can download from [www.pierreenvacances.com](http://www.pierreenvacances.com), under the "Conditions" section.

**18.2 – Right of cancellation**

You have a right to cancel this policy for a period of up to 14 calendar days after taking it out, incurring no penalties or costs, if all the relevant conditions are fulfilled, including: 1) you can prove that you are already insured against one of the risks covered by the new policy; 2) the policy you wish to cancel has not been fully implemented; 3) you have not made any claims for which this policy provides cover. In this situation, you can exercise your right to cancel this contract by making a notification through our website <http://www.pierreenvacances.com/help> or by post to the following address: Groupe Pierre & Vacances Center Parcs - Service Relation Client – Annulations, 11, rue de Cambrai - 75947 PARIS CEDEX 19. The date of cancellation is determined by the date of receipt of notification. Requests will be considered by our insurer, Mondial Assistance. If the terms are met, the insurer is bound to refund the premium paid within 30 days of cancellation. If you wish to cancel the policy, but do not meet all the terms, check the cancellation terms in your contract.

**ARTICLE 19 – PERSONAL DATA**

Your personal data is collected by PV-CP DISTRIBUTION, in its role as data controller, and added to the Groupe Pierre & Vacances Center Parcs database. This data is essential for managing your booking and will also be used for sending you information and/or promotional offers on the products and services supplied by Groupe Pierre & Vacances Center Parcs brands. Concerning cold-calling, you have the right to specifically block these calls by registering yourself on the BLOCTEL list. The following are considered to be Groupe Pierre & Vacances Center Parcs brands: Pierre & Vacances, Pierre & Vacances Premium, Maeva, Aparthotel Adagio, Aparthotel Adagio Access, Center Parcs, Sunparks, Pierre & Vacances Conseil Immobilier and Les Seniorales. In compliance with the terms of the "IT and Liberty" law from the 6th of January 1978, you have the right to access and modify your data, and to block any commercial prospectation. You can exercise this right by writing to the following address: Groupe Pierre & Vacances Center Parcs - Service Relation Client – Désabonnement, 11, rue de Cambrai – 75947 PARIS CEDEX 19. ARTICLE 20 In order to improve the quality of our services, please note that your telephone calls with our employees may be recorded. PV-CP Distribution – Public Limited Company with capital of €6,055,935 – Registered Office: L'Artois - Espace Pont de Flandre - 11 rue de Cambrai - 75947 PARIS CEDEX 19 - 314 283 326 R.C.S. (Business Registration Number) PARIS - SIRET 314 283 326 00093 APE 7912 Z – Listed on the register of approved travel agencies and operators - IM075110024 – intracommunity VAT identification N°: FR 96 314 283 326; Financial guarantee: Schneider Securities Ltd – 4/4A BLOOMSBURY SQUARE – WC1A-2RP LONDON - UK RCP: RSA – 153 RUE SAINT HONORE – 75001 PARIS ;On behalf of the operators of Groupe Pierre et Vacances Center Parcs Residence and Hotel operators, PV-CP Distribution is responsible for allocating holidays, managing and monitoring bookings (excluding transport services, insurance and administration fees or the sale of package deals under its own name). Operating companies: ADAGIO SAS (503 938 110 RCS PARIS), PV ITALIA SRL (1014782 – Rome), PV-CP CITY (513635987 RCS PARIS), PV RESIDENCES & RESORTS FRANCE (508321155 RCS PARIS), SNC DOMAINE DU LAC D'AILETTE (450 540 695 RCS PARIS), CENTER PARCS RESORTS FRANCE (508 321 213 RCS PARIS), SET PV GUADELOUPE (478890890 RCS PARIS), SET PV MARTINIQUE (478890684 RCS PARIS), SETPV ESPANA SL (Tomo 41188 Folio 14 Hoja B 382084 Inscripcion 11 Barcelona), SNC SOCIETE HOTELIERE DE LA PLAGES DU HELLEUX (419290150 RCS POINTE A PITRE). H and E 17\_Update =24.06.2016

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