

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 respect legal provisions, we have printed the articles R.211-3 to R.211-11 of the aforementioned 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 travel 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 carried out in writing. They 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 seller, as well as details of their registration are given in the register, detailed at (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 may not be less 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 - R.211-18 for each leg of the flight.

Art. R.211-5 - Prior information given to the consumer shall be binding on the vendor unless within it the vendor expressly reserves the right to change certain elements. In such case 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 timetable and method of paying the price; 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 about the insurance policy taken out by the purchaser covering the consequences of certain circumstances of cancellation (policy number and name of insurance company) as well as the assistance policy covering certain particular risks, in particular the cost of repatriation in the event of an accident or sickness; in such case, the vendor must give the purchaser a document specifying at least 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 transferors, 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 information 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 ; - either cancel their contract and secure an immediate refund of any monies paid, without penalty; - or accept the change or replacement trip offered by the vendor; an amendment to the contract specifying those changes shall then be signed by the parties; any price reduction shall be deducted from any monies still payable by the purchaser and if the payment already made

by the latter exceeds the price of the amended service, any over-payment must be refunded to him before his date of departure.

Art R.211-10 – In the case provided for by Article L.211-14, , where, before the purchaser's departure, the vendor cancels the journey or holiday, it shall inform the purchaser by any means enabling an acknowledgement of receipt to be obtained; without prejudice to claiming reparation for any loss suffered, the purchaser shall receive an immediate refund of any monies paid from the vendor without penalty; in such case, the purchaser shall receive compensation of at least the penalty he would have incurred if he had made the cancellation on that 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

ARTICLE 1 - BOOKING / PAYMENT

1.1- Registration and booking terms and conditions

All bookings must be accompanied by a payment to include:

- administration fees for Maeva, Pierre & Vacances, Pierre & Vacances Villages Clubs and Pierre & Vacances Premium: up to a maximum of €50 per booking for all stays.
- a deposit corresponding to:
 - 30% of the overall price of your booking and any additional services, whether included or not, in particular meals, children's clubs, sporting activities, etc.
 - 100% of the total cost of transport services (flights, transfers, car hire, rail travel, etc.), administrative costs and insurance premiums you wish to take out.

1.2- Premium facility

- From the date of payment of fees and advances up to the 31st day (for a stay in a tourist residence) or the 15th day (for a stay in a hotel or hotel apartment) inclusive preceding your stay, you will benefit from a premium facility. If you take advantage of this, the fees will be reimbursed **but administration fees and a cancellation fee of €50 will still be due to PVCP**. The total amount of insurance is payable upon reservation and cannot be reimbursed.

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

1.3- Payment of the balance

The full price of your booking plus any additional services is payable:

- 30 days before the start of your holiday in a tourist residence,
- 14 days before the start of your holiday in a hotel or hotel apartment,
- Or in all cases immediately for any last minute reservations.

The full price must have been paid, before you are sent your travel documents (including your rental contract or accommodation slip, description of the location, plane tickets, etc.) by **PVCP**.

If you have not settled the account within the specified timeframe and you have not used your premium facility, **PVCP** reserves the right to cancel the sale from either the 30th day or the 14th day before your stay depending on your reservation and may apply the cancellation conditions drawn up for this event and defined hereafter as a consequence. You will thus be committed to the sale from the 30th or the 14th day before your stay. **PVCP** is committed to the booking once the booking confirmation has been issued. The customer is liable for all recovery costs.

1.4 - Methods of payment

• For all call centre bookings:

- up to the 30th day before your stay, you can pay by credit/debit card*, cheque**, 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 online bookings: by credit/debit card or electronic holiday vouchers only

• NB: payment by customers living outside France must be by credit/debit card or international bank transfer accompanied by a reservation number.

Payment by credit/debit card (*) on our payment site <https://paiement.pierreetvacances.com>

Payments are to be sent to the following address: PV-CP DISTRIBUTION – Gestion des Ventes, BP 291, 75921 PARIS Cedex 19, France. All our products are open to sale subject to availability.

For all cash payments (excluding payments made at the reception desk of our residences), we reserve the right to charge an administration fee not exceeding 10% of the total cost of the booking.

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

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

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

(****) Gift vouchers from approved partners(subject to conditions to be confirmed by the seller) - 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. 100% of the cost of the booking will be taken on your credit/debit card. On the date payment is received by post (postmark serving as evidence) within 5 days of your booking, the amount of the vouchers or cheques will be credited to the card used to make the booking up to the total amount of the 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.

1.5 – Your travel file

Sent 30 (or 14) days before the start of your stay provided full payment has been received, you will receive your travel file, either by post or electronically via a link sent to you by email: all the useful information you need to organise your stay (itinerary, map, address) plus your rental contract or vouchers for accommodation and other services booked.

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**.

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.

2.2 - Accommodation

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

We would also remind you that any request for a specific apartment location or orientation is a chargeable additional service and does not constitute a contractual guarantee. For residences operated by Maeva, Pierre & Vacances, Pierre & Vacances Villages Clubs and Pierre & Vacances Premium, you may choose the location of your apartment, subject to availability. This request must be addressed directly to the reception at your Residence or Village Club, 15 days before your stay at

the earliest. If you do not make a specific request, your apartment will be allocated to you at random.

2.3 - Package deals (air transport + accommodation)

Our prices are valid subject to availability on scheduled or charter flights (the price depends on the date of departure); they include all taxes (excluding individual taxes such as airport & security taxes or passenger charges), and include transport on regular or charter airlines from Paris (with possible supplement for alternative departure points), the provision of accommodation including charges (water, electricity and heating) but excluding: administration charges and, where due, 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 which **PVCP** may have to charge in the event of additional commitments arising mid-season due to the exhaustion of stocks originally on offer before your booking.

2.4 - Optional services

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

2.5 - Snow Guarantee (Mountain destinations)

2.5.1 – Conditions of eligibility

The Snow Guarantee is offered to anyone who books their stay during the "First Minute Offer" period (21/05/2015 to 03/11/2015 inclusive), through which you can request cancellation of your booking, providing all of the following conditions are met:

- 1) the booking must have been made directly with **PVCP**: through the www.pierreetvacances.com website or www.maeva.com (for Maeva Residences and Hotels sold on this website), directly through **PVCP** Residences, or the booking service, and excluding those not booked directly through **PVCP**, in particular through tour operators,
- 2) the booking must concern a holiday taking place on a site of the brands "PIERRE & VACANCES PREMIUM", "PIERRE & VACANCES", "MAEVA" or "MAEVA" located in the mountains.

2.5.2 – What the guarantee covers

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

- 1) the lack or excess of snow occurs in resorts located above 1,500 metres in altitude and
- 2) the lack or excess of snow between the 3rd Saturday in December and the 2nd Saturday in April and
- 3) the lack or excess of snow leads to the closure of more than 2/3 of skiable runs, usually in service at the Residence of your stay, in the 5 days prior to your departure.

2.5.3 – How to make the claim

You must inform **PVCP** of your cancellation, then contact Mondial Assistance within five working days of the event covered by the guarantee. To do this, you must effect your cancellation either directly on the <https://indemnisation.mondial-assistance.fr> website or by contacting Mondial Assistance on 00 33 (0)1 42 99 03 95 (between 9am and 6pm, Monday to Friday) or by fax on: 00 33 (0)1 42 99 03 25. Mondial 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 **PVCP**. You must then return the file to the following address: Mondial Assistance, Service Gestion des Sinistres, DT001, 54 rue de Londres, 75394 Paris Cedex 08, France.

2.5.4 - Amount of refunds

PVCP will reimburse you the sums paid or retained by **PVCP** (for accommodation and services), excluding the administration fee originally charged. 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 be additional or successive, constitute a single holiday, for which only one date of departure is taken into account: the date given by **PVCP** for the beginning of the services insured.

Table of cover

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 – Reduction

Reductions mentioned on our sales aids only apply to the accommodation part; any other services are excluded (restaurants, sport and leisure, etc.).

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

2.7 – Review of travel prices

Prices are based on the following economic data:

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

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

ARTICLE 3 - TOURIST TAX

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

ARTICLE 4 - ALTERATION / CANCELLATION OF HOLIDAY BY THE CUSTOMER

4.1 - Modification

4.1.1 – Of the holiday

a) For Maeva, Pierre & Vacances, Pierre & Vacances Villages Clubs* Hotels and Adagio self-catering apartments

For any hotel stay of three nights or less, 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. Any request to reduce the duration of your stay, or the number of apartments booked or optional services required, will be treated by **PVCP** as a partial cancellation, and will be subject to the cancellation conditions set out in Paragraph 4.2 hereunder.

For any hotel stay of three nights or less, we will also endeavour to accept your requests to change the date, type of accommodation, holiday venue or optional services as far as possible, subject to availability. If the value of your booking after the alteration is lower than the value of the booking before the alteration, we will retain €10 as a charge for this alteration. Any request to reduce the duration of your stay, or the number of apartments booked or optional services required, will be treated by **PVCP** as a partial cancellation, and will be subject to the cancellation conditions set out in Paragraph 4.2 hereunder.

*Maeva, Pierre & Vacances and Pierre & Vacances Villages Clubs hotels include: Hôtel de l'Esterel at Cap Esterel, Hôtel du Golf at Pont Royal en Provence, Hôtel La Villa Gardenia in Deauville, Hôtel l'Estran at Château d'Olonne, Hôtel La Socanelle in Port-La-Nouvelle.

b) For tourist residences in all destinations

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 availabilities. However, please note that this type of change generates costs for **PVCP**, which will vary depending on the date on which you make your request. If the 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 request for modification is submitted more than 30 days before your arrival and if the amount of the modified booking is less than the amount of the initial booking: **€50** per accommodation unit
- if your request to change is made between 30 and 21 days prior to your arrival: **30% ***
- if your request to change is made between 20 and 8 days prior to your arrival: **50% ***
- if your request to change is made between 7 and 4 days prior to your arrival: **100% ***

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

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

NB:

- any request to extend the Length of your holiday will be accepted by **PVCP** without any additional charge

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

4.1.2 – Packages (flights + accommodation)

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

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

- For flights: an amount equal to 100% of the cost of transport including tax (flights, car hire and transfers);

- For accommodation: an amount as specified in the terms laid down in article 4.1.1 above;

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

NB:

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

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

4.2 – Cancellation (total or partial)

In the event of cancellation you must notify us either by post to the following address Groupe Pierre & Vacances Center Parcs - Service Relation Client BP291 75921 PARIS CEDEX 19, or by fax 33 (01) 58 21 50 97 for the attention of "Service Annulations", or through our website <http://www.pierreetvacances.com/help>. The date of cancellation is determined by the date of receipt of notification.

4.2.1 – Holiday in a Maeva, Pierre & Vacances, Pierre & Vacances Villages Clubs hotel or Adagio self-catering apartment

Whatever the date of the booking is cancelled, we will retain the amount of any insurance premiums taken out.

For any stay of less than 3 nights, we will retain compensation equal to one night for any cancellation

Furthermore, for a holiday longer than three nights, if you inform us after the 14th day prior to your holiday and before 6 PM of the day prior to your arrival, we will retain the following compensation depending on your holiday package:

- 4 to 6 nights, payment for one night*,
- 7 nights or more payment for two nights*,

*the cost of the "night" corresponds to the total price of the holiday booked divided by its number of nights.

For a holiday on a half-board or full-board basis: compensation will be paid on the same scale as mentioned above.

For any cancellation of an optional service during a hotel holiday, if you advise us after the 14th day before the start of your holiday and before 6pm the day before your arrival, we will retain the following compensation: €10 per service cancelled.

4.2.2 – Holiday in a Tourist Residence

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

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

- if your cancellation request is made more than 30 days prior to your arrival: **€50 per accommodation unit**

- if your cancellation request is made between 30 and 21 days prior to your arrival: 30% *

- if your request to change is made between 20 and 8 days prior to your arrival: **50% ***

- if your cancellation request is made seven days or less before your arrival: **100% ***

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

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

4.2.3 – Packages (flights + accommodation)

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

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

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

- 100% cancellation charge per return scheduled flight ticket

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

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

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

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

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

- 100% cancellation charge per return scheduled flight ticket

4.3 - No-show at the holiday venue

If you do not turn up at your holiday venue, we will retain the administration charge initially paid and the premiums for any insurance policies taken out plus the following:

4.3.1 – Residence holidays

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

4.3.2 – Hotel holidays

- Accommodation only:

- 1 to 3 nights payment for one night*,

- 4 to 6 nights payment for two nights*

- 7 nights or more = payment for two nights*

*the cost of the "night" corresponds to the total price of the holiday booked divided by its number of nights.

- Half-board or full board holiday:

The charges will be the same as above.

4.3.3 – Package deals (air transport + accommodation + services)

- **100%** of the total amount of the package or transport.

4.3.4 – 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 Mondial Assistance. (See Article 18 - Insurance). The insurance premium must be paid in full at the time of booking and is not refundable in any circumstances.

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

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

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

Given the preferential rates on offer from **PVCP**, acceptance of booked Offers, services and/or Holidays is non-exchangeable, non-refundable and cannot be altered in any way. No requests for alterations and/or cancellations can be taken into consideration. Irrespective of the date on which a booking is cancelled, we withhold the administration charge and a penalty payment equal to 100% of the total cost of the accommodation. Failure to take up any booked or invoiced 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 present yourself at your holiday venue, we withhold the initial administration charge plus a penalty payment equal to 100% of the total cost of the accommodation.

ARTICLE 6 - TRANSPORT

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

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

⇒ Particular note with respect to air transport

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

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

- to mainland France and Corsica: Air France, Easyjet, Ryanair;

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

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

- to Mauritius: Air Mauritius, Corsair, Air France

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

ARTICLE 7 - ARRIVAL AND DEPARTURE

- For Maeva, Pierre & Vacances, Pierre & Vacances Villages Clubs and Pierre & Vacances Premium:

PVCP draws your attention to the fact that failing full payment even after reminders have been issued, you will not be given the keys to accommodation if you present yourself at your holiday destination. For holidays of one week or more, keys will be available from 5pm on the day of your arrival, subject to the aforementioned payment. These keys

must be handed in by 10 AM on the day of your departure (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 5pm on the day of departure, subject to availability (12 noon where this is not available). for some Residences (including Adagio, hotels; Spain and Partner Residences) arrival and departure times may be different: information is available directly from each Residence or from the website.

ARTICLE 8 - DEPOSIT

On arrival, you may be asked for a deposit of between €200 and €500. This will be returned to you at the end of your holiday after payment for any optional services used on site (telephone, car park, etc.) and deductions have been made for any damage caused (including damage of any type to the private or communal parts of the building), unpaid service bills and loss of apartment, room, villa or house keys as provided to you on your arrival. Information available directly from each Residence or from the website.

ARTICLE 9 – MINORS

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

ARTICLE 10 - PETS

Pets are accepted 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 facilitate the smooth running of your holiday, establishment regulations are posted in each apartment, room and house; please acquaint yourself with them and adhere to them. We invite you to take precautions to avoid possible inconvenience: close your picture windows before leaving your apartment, room or house and lock the door. We remind you that the **PVCP** cannot be held liable for the loss of personal belongings left in your apartment, room or house when you vacate them.

ARTICLE 12 - FORMALITES CONCERNING TRANSPORT OR TRAVEL ABROAD

For these holidays including travel, each passenger must have a currently valid identity card or passport. We advise you to check the validity of the identity cards or passports of all members of the party (adults/children/infants), your insurance, and for holidays abroad, currency exchange regulations and any necessary vaccinations. We will not be held responsible for anyone not complying with the rules detailed in the brochure or the travel documents.

- Minors travelling without their parents: for travel abroad, in addition to an identity card or currently valid passport, minors must have a certificate permitting them to leave the country signed by their parents or guardians.

- Foreign nationals or holders of travel documents: you must enquire with the consulates of each country about any necessary visas. You must enquire with the consulates of each country about any necessary visas. The occupancy of accommodation will depend on flight times serving airports close to our Residences.

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

Early departure or early end to sports or leisure activities booked with **PVCP** does not give any entitlement to reimbursement from them. However, depending on the package available with the Mondial Assistance policy (see article 18), depending on the cause of departure from the Residence or termination of the activity being duly proven and falling within the terms of the policy, you may benefit from reimbursement on a pro rata basis, from the date of your departure from the Residence or the day of termination of the activity. With respect to

early departure, you may benefit from pro rata reimbursement of the holiday only if you have fully vacated your apartment or room.

ARTICLE 14 - CHANGES MADE TO OUR PROGRAMS

If circumstances compel us, and only in circumstances of force majeure, outside our control, we may be obliged to change all or some of our programmes (total or partial closure of a Residence or a communal facility such as a swimming pool, restaurant, etc.). In the case of holidays including transport, you will be informed of the times and routes, types of train, plane or boat, subject to last-minute changes. Delays are sometimes inevitable (overcrowded airports, increase in air or rail traffic, strikes, bad weather conditions, etc.). You will be informed of any such circumstances as soon as possible.

ARTICLE 15 - AFTER SALES HELP

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 registered letter with acknowledgement of receipt, sent to Groupe Pierre & Vacances Center Parcs - Service Relations Clientèle APS - 11, rue de Cambrai - 75947 Paris Cedex 19 France, or
- by e-mail to: relation.client@fr.groupepvcp.com

within two months of the end of your holiday so that we can deal with it as quickly as possible. We draw your attention to the fact that the longer you take to inform us of your claim, the more difficult it becomes to deal with it in your best interests. In your letter, please specify the name of the person who booked the holiday, the booking number, the place and dates of your holiday and the type of apartment or room booked in order to facilitate the processing of your claim. Please also enclose all documentary evidence to enable us to process your claim as quickly as possible.

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 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. 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. For further details, please do not hesitate to ask your travel agent.

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 ask your travel agent about opening dates, sports facilities (type and quantity), activities and services offered by the Residence, which determine your choice of site. Furthermore, we cannot be held responsible for works undertaken by individuals or local authorities which might inconvenience our customers in the resorts or towns.

ARTICLE 17 – RESPONSIBILITY - LIABILITY

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

- Provision for sums due for services sold by **PVCP** is not included in the field of application of the hotel statute (article 2272 of the 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.pierre-et-vacances.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 may exercise your right to cancel this policy by written notification to the following address: GROUPE PIERRE ET VACANCES CENTER PARCS, Service Annulations, BP291, 75921 PARIS CEDEX 19, or by fax on +33 (01) 58 21 50 97 for the attention of the Cancellations Department, or by email to the following address: annulation.adv@fr.groupepvcp.com. 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 gathered 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.

The following are considered to be Groupe Pierre & Vacances Center Parcs brands: Pierre & Vacances, Pierre & Vacances Premium, Pierre & Vacances Villages Clubs, Maeva, Aparthotel Adagio, Aparthotel Adagio Access, Center Parcs, Sunparks, Pierre & Vacances Conseil Immobilier and Les Seniores.

In accordance with the Data Protection Act of 6 January 1978, you have the right to access or modify data relating to you and to refuse to allow it to be used for marketing purposes. You can exercise this right by writing to us at the following address: Service Relation Client L'Artois, Espace Pont de Flandre - 11 rue de Cambrai - 75947 Paris Cedex 19.

ARTICLE 20

In order to improve the quality of our customer reception 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 – (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; 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 Inscriccion 11 Barcelona), SNC SOCIETE HOTELIERE DE LA PLAGE DU HELLEUX (419290150 RCS POINTE A PITRE).

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