

## 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** - Conditional to the exclusions provided for the third and fourth paragraph 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 unaccompanied by services related to that journey, 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 multi-destination 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 applicable 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** -When 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 substantial 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.

### Specific 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 including:

● booking fees for Maeva, Pierre & Vacances, Pierre & Vacances Villages Clubs and Pierre & Vacances Premium: Up to a maximum of €50 per booking for all holidays.

● 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 price of any transport services (flights, transfers, car hire, rail travel etc.), booking fees and insurance policies which you have taken 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 should choose to make use of this facility, all advance payments will be returned to you **but booking and cancellation fees of €50 will be retained by PVCP**. The total price of any insurance policies 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 14-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 immediately for all last minute reservations.

The full price must be paid before your travel documents (including your rental contract or accommodation slip, description of the location, plane tickets, etc.) can be issued by **PVCP**.

If you have not settled the account within the specified timeframe and you have not used your premium facility, **PVCP** reserves the possibility to consider the sale as definitive from either the 30<sup>th</sup> day or the 14<sup>th</sup> day before your stay, depending on the nature of your reservation, and may apply the cancellation conditions applicable in such cases and defined hereafter. Your commitment therefore becomes binding from the 30<sup>th</sup> or 14<sup>th</sup> day preceding your stay. The commitment of **PVCP** becomes binding upon issuing of the booking confirmation. All debt recovery fees will be borne by the client.

### 1.4 - Methods of payment

• For any booking with the call centre:

- up until the 30th day before the start of your holiday, you can pay for your holiday by credit/debit card\*, cheque\*\*, bank transfer\*\*\*, coupons or vouchers\*\*\*\*

- within 30 days before the start of your holiday, you must pay the full price of your holiday exclusively by credit/debit card\* or in coupons or vouchers\*\*\*\*, subject to the conditions set out below. Cheques will no longer be accepted.

• For any booking made via the Internet: Exclusively by credit/debit card or electronic voucher

• N.B.: Customers residing outside France must pay either by credit/debit card or by international bank transfer accompanied by the reservation code.

**Payment by credit/debit card (\*) via 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. All our products are open to sale subject to availability.

For all payments in cash (excluding payment at reception in our facilities), we reserve the right to charge handling fees up to a maximum of 10% of the total price of the booking.

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

(\*\*) Cheques and vouchers accepted: Bank cheques, traveller's cheques, gift vouchers

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

(\*\*\*\*) Approved partner vouchers and coupons (conditions to be confirmed directly with vendor) - guarantee: All reservations made using vouchers or gift cards at less than 30 days prior to the beginning of your holiday, will need to be guaranteed with a credit card, valid at the date of the beginning of your

holiday. 100% of the amount of your reservation will be debited from your credit card. On the date of reception of your payment by post (date as per postmark), and 5 days from the date of your reservation, the amount of the voucher/cheques will be credited onto the card used for the reservation within the limit of the total amount of the reservation. We hereby inform you that we do not reimburse the difference on vouchers and holiday cheques exceeding the cost of bookings. In the event of cancellation of a holiday paid for in this way, we reserve the right to charge processing fees of up to 10% of the total cost of the booking, with a minimum fee of €10.

For all payments by methods other than credit/debit card, and particularly for payments in cash (excluding payments made directly at the reception desk), we reserve the right to charge processing fees of up to 10% of the total cost of the booking, with a minimum fee of €10.

### 1.5 - Your holiday guide

Issued 30 (or 14) days before the start of your holiday, subject to payment of the balance outstanding on your holiday, you will receive your holiday guide either by post or else by email containing a link to your personal area, where you will find: All the practical information necessary to help you get organised (itinerary, map, address) and the rental contract or the voucher for your accommodation and the services booked.

The credit/debit card used to make the booking must be presented upon arrival, along with valid identification documents. If you fail to present these documents **PVCP** may refuse access to your accommodation.

## ARTICLE 2 – PRICES

### 2.1 - Prix

The prices of our services are determined with reference to the economic criteria applicable at the date the prices are set. A modification of the applicable rate of tax may lead us to modify the prices of these services.

### 2.2 - Accommodation

Our prices include all taxes and cover the provision of the accommodation, including charges (water, electricity, heating) but excluding tourist tax, additional 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. We remind you 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 an additional service which will incur a charge, and does not constitute a contractual guarantee. At Maeva, Pierre & Vacances, Pierre & Vacances Villages Clubs et Pierre & Vacances Premium Residences, you may choose the location of your apartment subject to availability. This request must be addressed directly to the reception of the Residence or Village Club in question, no more than 15 days before your scheduled arrival. 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 are fully inclusive of tax (except for special taxes such as airport and security taxes, passenger fees), they include transport services on scheduled or charter flights from Paris (a surcharge applies for departures from provincial airports), provision of accommodation, including charges (water, electricity, heating) except for: booking fees, where applicable, resort tax, transfer costs, additional optional services, pet charges and insurance premiums, and single room surcharge 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 – Eligibility conditions

Our accommodation prices include a snow guarantee, only valid during the Winter season, by which you may request the cancellation of your holiday booking in the event that the following cumulative conditions are fulfilled:

1) The initial booking must have been made directly with **PVCP**: Via the website [www.pierreetvacances.com](http://www.pierreetvacances.com) or [www.maeva.com](http://www.maeva.com) (for Maeva Residences and Hotels advertised via this website), directly with **PVCP** Residences, or via our central reservation service, thus excluding all holidays not booked directly with **PVCP**, particularly those booked through Tour Operators,

2) the booking must be for a stay at a resort bearing one of the following brands or labels – Maeva, Pierre & Vacances or Pierre & Vacances Premium – and located in a Mountain zone.

#### 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 a ski area located above 1500 metres altitude; and
- 2) the departure is between the 3<sup>rd</sup> Saturday in December and the 2<sup>nd</sup> Saturday in April; and
- 3) the lack or excess of snow entails the closure of over 2/3 of the ski lifts normally in service on your holiday site, for at least 2 consecutive days, within the 5 days preceding 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 can register your cancellation either by directly connecting to the website <https://declaration-sinistre.mondial-assistance.fr> or else by contacting Mondial Assistance on 00 33 (0)1 42 99 03 95 (09:00-18:00 Monday to Friday) or by fax: 00 33 (0)1 42 99 03 25 quoting contract number n°304 056. Mondial Assistance will provide you with the relevant documents to be completed, including evidence of the shortage or surplus of snow and: the original cancelled invoice issued by **PVCP**. You must then return these documents to the following address: Mondial Assistance, Service Gestion des Sinistres, DT001, 54 rue de Londres, 75394 Paris Cedex 08.

#### **2.5.4 - Amount of refunds**

**PVCP** will refund all advance sums paid or any sums retained by **PVCP**, excluding any administration costs paid at time of booking. The refund is paid minus the specific deductibles shown in the following Guarantee Amount Table. The guarantee is granted provided that the rental accommodation is fully vacated. 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
<input checked="" type="checkbox"/> <b>CANCELLATION DUE TO LACK OR EXCESS OF SNOW</b>  Deductibles:	Subject to the terms and conditions of sale, up to €6.500 per accommodation unit and €32.000 per event 10% of the cancellation fee, with a minimum of €50 per accommodation unit insured.

#### **2.6 – Sunshine Guarantee (French Atlantic Coast and Normandy sites)**

##### **2.6.1 – Eligibility conditions**

Our accommodation prices include a sunshine guarantee, only valid during the 2015 Summer Season from 10/05/2015 to 14/11/15, excluding the period from 4/07/15 to 29/08/15, subject to which you may request to change the site or dates of your holiday, as soon as the following cumulative conditions are met :

- 1) The initial booking must have been made directly with **PVCP**: Via the website [www.pierreetvacances.com](http://www.pierreetvacances.com), in person at a Pierre & Vacances, Pierre & Vacances Villages Clubs or Pierre & Vacances Premium residence or with the Booking Centre on 0891 70 1000, thus excluding all holidays not booked directly with **PVCP**, particularly via Tour Operators
- 2) the reservation must be for a holiday at a site bearing one of the following brand names – Pierre & Vacances, Pierre & Vacances Villages Clubs or Pierre & Vacances Premium – and located on the French Atlantic Coast or the Normandy Coast.
- 3) The holiday in question must be for a minimum duration of seven consecutive nights,
- 4) the holiday must not fall between 04/07/2015 and 29/08/2015.

##### **2.6.2 – Conditions of application**

Subject to fulfilment of the criteria covered in point 2.4.1 above, you can make a request for modification of the site or dates of your holiday under the following conditions:

- 1) The website [www.lachainemeteo.com](http://www.lachainemeteo.com) must forecast a minimum of two days of rain during the booked holiday,
- 2) Your modification request can only be made with the Booking Centre on 0891 70 1000, or with the residence where your booking was made,
- 3) Your modification request must be carried out between three and five days before your booked holiday,
- 4) Your modification request must be specific, limited to one request per holiday booked

##### **2.6.3 – Conditions of the new holiday**

The new booking is possible only in the 2015 Summer Season (from 10/05/2015 to 14/11/15, excluding the period from 4/07/15 to 29/08/15), and for a duration of at least equal to that of the modified holiday, availability permitting.

You may change your destination for any one of the coastal sites bearing the Pierre & Vacances, Pierre & Vacances Villages Clubs and Pierre & Vacances Premium brand names, including those on the Mediterranean coast, subject to availability;

If the new holiday is more expensive than the modified holiday, you will have to pay the difference ; if the new holiday is cheaper, you will be reimbursed in credit vouchers.

##### **2.6.4 – Value of this guarantee**

The “Pass Soliel” package groups together all of the guarantees of the “Multirisk” package and the “Sunshine Guarantee” policy. The “Sunshine

Guarantee” must be taken out seven days before the beginning of your holiday, and covers your holiday for a minimum of seven days \* for unfavourable sun conditions. If during your stay you do not enjoy a minimum of 3 sunny days per full 7-day period\* (e.g. 3 days for stays of between 7 and 13 days, 6 days for stays of between 14 and 20 days), you will be reimbursed the fixed sum of €150 (tax inclusive) per ‘Sunshine Pass’. A day is considered as sunny when between 10:00 and 18:00 the reference weather stations of Météo France (defined and transmitted by Metnext, co-company of Météo France and NYSE Euronext) have registered solar output greater than 120 W/m² for at least two hours. The sunshine guarantee pack is available on all holidays for which the first day falls between 04/04/2015 and 17/10/2015. The terms and conditions of application for all guarantees supplied by MONDIAL ASSISTANCE are available on our website: <http://www.pierreetvacances.com>.

\* not including your day of arrival

#### **2.7 – Reduction**

The discounts mentioned in our promotional materials apply to accommodation only; any other services are thus not included (restaurants, sport and leisure etc.).

These offers are subject to specific terms and conditions, stipulated with the offer.

#### **2.8 – Modification of travel prices**

The prices on display are determined with reference to the following economic criteria:

- 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 a change to any of these factors, **PVCP** reserves the right to alter its price of sale, altering the price to reflect said changes directly. 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. This tax is levied per person and per day, and varies between different destinations. It may be payable on arrival, or else when the booking is made.

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

##### **4.1 - Modification**

##### **4.1.1 – Of a holiday**

##### **a) For Maeva, Pierre & Vacances and Pierre & Vacances Villages Clubs\* hotels, and Adagio Aparthotels**

For any hotel stay of three nights or less, we will endeavour to accept your requests to change the date, type of accommodation and the location of the holiday or optional extra services as far as possible subject to availability. These alterations may be made at no additional cost. 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 given in paragraph 4.2 hereunder.

For any hotel stay of three nights or more, we will also endeavour to accept your requests to change the date, type of accommodation or location of the holiday or optional extra 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 modification. 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 given in paragraph 4.2 hereunder.

\* The category ‘Maeva, Pierre & Vacances and Pierre & Vacances Villages Clubs\* hotels’ includes Hotel de l’Esterel in Cap Esterel, Hotel du Golf in Pont Royal in the Provence, Hotel La Villa Gardenia in Deauville, Hotel L’Estran in Château d’Olonne and Hotel La Socanelle in Port La Nouvelle.

##### **b) For all Holiday Residences**

We will endeavour to accept your requests to change the dates, type and location of accommodation and optional extra services as far as possible subject to availability. However, please note that this type of change causes variable costs for **PVCP** depending on the date on which you make your request. If the total price of your reservation (services included) after modification proves to be less than the pre-modification total, we will retain the following fees:

- if your request for modification is sent more than 30 days prior to 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 duration of your holiday will be accepted by **PVCP** without any additional charge
- 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 given in paragraph 4.2 hereunder.

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

Modifying the outbound and/or return dates of your transport plans is either impossible or generates variable expenses based on several criteria, notably linked to the date on which your request is received, the identity of the transporter etc.

Modification of a package deal (accommodation + flights) will incur certain charges:

- For the flights: A sum equivalent to 100% of the cost of transportation, all taxes included (flights, car hire, airport transfer etc.);
- For accommodation: A sum as defined in Article 4.1.1 above;

Nonetheless, depending on the airline and service providers involved, a partial reimbursement may sometimes be possible subject to certain conditions. If these conditions should be met, **PVCP** will reimburse the services concerned, retaining the applicable cancellation fees and an additional administrative fee of €50 per case.

NB:

- any request for an increase in the length of your holiday will be granted by **PVCP** without additional costs except for the associated 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 given in paragraph 4.2 hereafter.

#### 4.2 – Cancellation (total or partial)

In the event of cancellation you must notify us either by post at the following address - Groupe Pierre & Vacances Center Parcs - Service Relation Client , BP291, 75921 PARIS CEDEX 19 – or by fax on +33 (0)1 58 21 50 97, marked for the attention of "Service Annulations", or else via the our website: <http://www.pierreetvacances.com/help>. The date of cancellation is determined by the date of receipt of notification.

**4.2.1 – Holidays at Maeva, Pierre & Vacances, Pierre & Vacances Villages Clubs hotels, and Adagio Aparthotels**

Regardless of the date of cancellation, we will retain all sums paid towards optional insurance policies.

For stays of less than three nights, we will retain a fee equivalent to 1 night's accommodation for all cancellations

Furthermore, for a holiday longer than three nights, if you inform us after the 14<sup>th</sup> day prior to your holiday and before 18:00 on the day prior to your arrival, we will retain the following compensation depending on the nature of your holiday package:

For a stay of between 4 and 6 nights, Payment of one night\*,  
For a stay of 7 nights or more, Payment of two nights\*,

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

For full and half-board holidays: the cancellation charge will be calculated using the scale described above.

For all cancellations of optional additional services related to a hotel stay, cancellations made between the 14th day prior to arrival and 18:00 on the day before said arrival will incur the following cancellation fees: €10 per cancelled service.

#### 4.2.2 – Stays in Holiday Resorts

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 cancellation request 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 event of a total or partial cancellation (if the reservation includes several apartments), cancellation fees of €50 will be applied to each apartment/accommodation unit, not to each reservation.

#### 4.2.3 – Package deals (air transport + 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:

- **A cancellation fee of €50 for each accommodation unit**

And

- A cancellation fee equivalent to 100% of the cost of your return flights

● If your cancellation request is made less than 30 days 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 your holiday (accommodation and services, car hire, transfers)

And

- A cancellation fee equivalent to 100% of the cost of your return flights

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

If you should fail to turn up at your holiday venue, we will retain the booking fees paid at time of reservation as well as the premiums for any insurance policies taken out, plus the following charges:

4.3.1 – Holidays in Resorts

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

4.3.2 – Hotel stays

● Accommodation only:

1 to 3 nights Payment of one night\*,

4 to 6 nights Payment of two nights\*,

7 nights or more Payment of three 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 calculated using the scale set out 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

If you should choose not to make us of any optional extra services reserved and paid for by you, no refund will be offered for these services.

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

### ARTICLE 5 - NON-EXCHANGEABLE / NON-MODIFIABLE/ NON-REFUNDABLE HOLIDAYS, SERVICES AND DEALS

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-flexible conditions*

Given the preferential rates on offer from **PVCP**, reservations of these Deals, 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. If you should choose not to make use of any optional extra services reserved and paid for by you, no refund will be offered for these services.

*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 should fail to turn up at your holiday venue, we will retain the booking fees paid at time of reservation as well as a penalty charge equivalent to 100% of the total cost of the accommodation.

### ARTICLE 6 - TRANSPORT

- Times / delays: All information regarding flight times, routes and types of aircraft is 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 reimbursement will be offered.

⇒ **Further remark with respect to air transport**

In accordance with the terms of Article 211-15 of the French Tourism Code **PVCP** is required to keep you informed of the identity of the airline which will provide your flights. The main travel companies used 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 facilities:

**PVCP** draws your attention to the fact that should you fail to pay the price of your booking in full, in spite of our reminders, you will not be able to pick up the keys if you arrive at your holiday destination. For stays of one week or more, keys can be collected from 17:00 on your day of arrival, subject to prior payment as stated above. These keys must be handed in by 10:00 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 can be collected from 14:00 on your day of arrival, subject to prior payment as specified above, and must be returned by 17:00 on your day of departure if there is no booking immediately following yours (if so, keys must be returned by 12:00).

At certain facilities (particularly Adagio and other hotels; Resorts in Spain and Partner Resorts), arrival and departure times may differ: further information is available directly from the resorts or via our website.

### ARTICLE 8 - DEPOSIT

We may request a security deposit of between €200 and €500 upon arrival. This will be returned to you at the end of your holiday, after you have paid for any additional services used on site (telephone, car park, etc.) and after deduction of any penalty charges for damages caused (this covers all damage and/or disturbances of whatever nature in either the private or communal areas of our buildings), unpaid services or lost apartment, room, villa or house keys. Further information is available directly from the resorts or via our website.

### Article 9 – MINORS

We hereby draw your attention to the fact that our Residences are not attached to Holiday & Leisure Centres in the sense defined in Decree No.2002-883 dated 3rd May 2002, and are not equipped to welcome collective or individual holiday camps for minors under the age of 18 years, without the presence of their legal guardians. **PVCP** reserves the right to refuse to access to apartments, rooms or houses which have been reserved in contravention of this regulation on behalf of minors under the age of 18 who arrive at the reception of the resort in question without their legal guardians. In such cases PVCP will immediately cancel the holiday. 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 in most of our resorts, upon presentation of an anti-rabies certificate and a registration certificate in the case of certain classified dog breeds. Pets are subject to additional charges, payable at the resort. Further details are available from each resort or via our website. They are permitted, on a lead, in the communal sections, but are not allowed in the areas around swimming pools. Some of our partner resorts may not admit pets, or may apply their own prices. Further details are available from each resort directly. Animals are not permitted in our hotels, with certain rare exceptions (please consult us directly). For "Adagio": Please contact the Residence directly.

#### ARTICLE 11 – ESTABLISHMENT REGULATIONS

In order to ensure that your holiday passes smoothly, 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 any potential inconveniences: close your patio 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 - FORMALITIES CONCERNING OVERSEAS TRAVEL AND HOLIDAYS

For those holiday packages 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 alone: 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.

- Foreign nationals or holders of travel documents: 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

Under no circumstances shall early departure or curtailment of a sporting or leisure activity booked with **PVCP**, constitute grounds for a refund by the latter. Nevertheless, depending on the options included in your policy with Mondial Assurance (see Article 18), in certain cases where the reason for your early departure or the curtailment of your activity meets the conditions set out in the insurance contract, you may be entitled to a partial refund pro rata temporis, counted from the day of your departure or the curtailment of your 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 site 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: relations.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 THESE GENERAL TERMS AND CONDITIONS OF SALE

Booking a holiday with us implies acceptance of our general and specific terms and conditions of sale. These terms are conditions are in force as of the date of publication of this catalogue, and replace all previous versions. To see the terms and conditions in force at the date on which you make your reservation (and particularly conditions regarding reservation, payment, modification and cancellation), please consult the up-to-date terms and conditions published on our website: [pierreetvacances.com](http://pierreetvacances.com). General descriptions and photos of apartments are provided for information 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 information 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 for information purposes. 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 available near our 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 which are liable to influence your choice of destination. 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 an apartment in a Holiday Resort does not fall within the scope of hoteliers' liability. Consequently, neither **PVCP** nor any other company with whom PVCP is affiliated can be held liable in the event of the loss or theft of or damage to personal effects in our Residences, apartments, car parks or communal areas (ski storage areas etc.)

- Please note that the liability of hotel operators for the rental of hotel accommodation 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 (bicycle sheds etc.).

- Provision for amounts payable for services provided by **PVCP** is not included in the field of application of the hotel statute (article 2272 of the French Civil Code). In exception to Article 2244 of the Civil Code, the sending of a registered letter by **PVCP** to any client -debtor overrules the statute applicable in such cases.

#### ARTICLE 18 – INSURANCE

On your behalf, we have taken out a policy with Mondial Assistance which includes various different options. This insurance comes into effect, with regard to the 'Cancellation' guarantee, on the day after this policy is taken out, at midnight; for the 'Travel Assistance' guarantee: As soon as the *insured party* has left the *Holiday Departure point (maximum 24 hours before the Departure date indicated in the Specific Terms and Conditions and, at the earliest, after payment of the insurance policy)*; For all other guarantees; At midnight on the *Departure date indicated in the Specific Terms and Conditions and, at the earliest, after payment of the insurance policy*.

**N.B.:** This insurance policy only covers European residents. This includes all territories belonging to European Union member states and situated in Europe geographically speaking, as well as the following territories and countries: Guadeloupe, Guiana, Martinique, Mayotte, Réunion, Saint-Barthélemy, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Martin, Switzerland, Vatican. **The Azores and Canary Islands and Madeira are not covered by this definition.**

Right of withdrawal: Under the terms of Order No. 2005-648 of 6th June 2005 regarding the distance selling of financial services, no right to withdraw is applicable to travel or luggage insurance policies (Article L112-2-1 of the Insurance Code).

Conditions for the assessment of claims: MONDIAL ASSISTANCE has put in place a claims processing procedure regarding insurance policies. This procedure is included in the Administrative Policy and General Terms and Conditions of the insurance contract.

#### ARTICLE 19 – PERSONAL INFORMATION

Your personal details will be collected by the company PV-CP DISTRIBUTION, in their capacity as data handling partner, and incorporated into the database maintained by the Pierre & Vacances Center Parcs Group. Certain information is indispensable to the handling of your reservation, and will also be used to provide you with information and/or promotional offers regarding the products and services offered by the various brands belonging to the Pierre & Vacances Center Parcs Group.

The following brands are considered as belonging to the Pierre & Vacances Center Parcs Group: Pierre & Vacances, Pierre & Vacances Premium, Pierre & Vacances Villages Clubs, Maeva, Aparthotel Adagio, Aparthotel Adagio Access, Center Parcs, Sunparks, Pierre & Vacances Conseil Immobilier and Les Senioriales.

In accordance with the terms of the 'Information Technology and Individual Liberties' Law of 6th January 1978, you have the right to access and modify all information held concerning you, and to opt out of any commercial

communications. 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

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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 – a Public limited company with a capital of €6,055,935, with its head offices located at: L'Artois - Espace Pont de Flandre - 11 rue de Cambrai - 75947 PARIS CEDEX 19 - 314 283 326 R.C.S. PARIS - SIRET 314 283 326 00093 APE 7912 Z – Listed On the Register of Tour and Holiday Operators - IM075110024 - EU VAT number: FR 96 314 283 326; PV-CP Distribution is contracted by the operating entities responsible for the Residences and Hotels of Groupe Pierre et Vacances Center Parcs, charged with the distribution of their holidays and the management and processing of bookings in their name and on their behalf (excluding transport services, insurance and booking or sales fees applicable to 'package' holidays distributed in their own name). Operating entities: 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 PLAGE DU HELLEUX (419290150 RCS POINTE A PITRE).*

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