

# SPECIFIC TERMS AND CONDITIONS FOR CLUB MED® CRUISES

The combination of travel services offered to you constitutes a package holiday under the Swiss Federal Act on Package Travel of 18 June 1993 (LVF; RS 944.3). Therefore, the LVF applies to all Club Med® all-inclusive stays.

## PREAMBLE

The offer for the sale of Cruises is governed by these Specific Terms and Conditions for Club Med® Cruises (hereinafter: these '**Specific Terms and Conditions**'), which supplement or modify the Club Med® General Terms and Conditions of Sale. These are provided before any cruise sale. The applicable version of the General Terms and Conditions of Sale is the one in force at the time of sale. In any case, they are freely accessible on the website [www.clubmed.ch](http://www.clubmed.ch) (hereinafter: the '**Website**'). These Specific Terms and Conditions set out the purchase terms for the services offered on board the Club Med 2, whether through an agency, online, or by telephone. They constitute the complete set of information concerning the cruise programmes and services available and consultable on the Website. All of this information is intended to inform the G.M® (Great Members – Club Med guest) prior to signing their contract (hereinafter: the '**Contract**'), of the services provided relating to transport, the stay on board the Club Med 2 (hereinafter: the '**Yacht**') (including the main features of the Yacht, the location of the Cabins and their level of comfort, the various leisure activities and sports), the price and payment terms, the terms for the cancellation and modification of the Contract, as well as the border crossing requirements. Maritime transport conditions are governed by the passage contract located on the back of the boarding pass providing to the G.M® under the conditions specified in Article 9 of these Specific Terms and Conditions. The characteristics of the trip/stay, the General Terms and Conditions of Sale, these Specific Terms and Conditions, the programme, the quote, and the proposal from Club Med® become contractual upon the acceptance of the Contract by the G.M®.

However, Club Med® expressly reserves the right to make changes to the information (such as details regarding pricing, the content of transport services, itineraries, and stopovers, as well as the stay offered on board the Yacht) provided in these various information materials, under the conditions outlined in Article 4 of these Specific Terms and Conditions.

**These Special Terms and Conditions prevail in the event of any conflict with the General Terms and Conditions of Sale in force.**

## 1. CLUB MED® PACKAGES

Club Med® offers its G.M® packages that include the stay (i.e., maritime transport) aboard the Yacht (with or without air transport, in the latter case, the stays being then referred to as '**Port-Port**'). These packages constitute a unique and indivisible product, the contents, cruise itinerary, and price of which are detailed on the Website (hereinafter the '**Package**').

For a Port-Port stay, unless special times are specified in the notice sent to the G.M®, boarding begins at 4:00 pm, and disembarkation takes place between 9:00 am and 11:00 am (Cabins must be vacated by 10:00 am).

As an exception, a G.M® may embark during the cruise at a port stop, subject to prior approval from the Cruise Department Management of Club Med® and payment by the G.M® of the full price of the cruise, even if certain stopovers have been missed.

### 1.1. STAY ON BOARD THE YACHT

The stay on board the Yacht includes:

- A stay on the Yacht for the duration specified in the sales contract, including air transport time for Packages with transport;
- Full board\* during the stay;
- The sports activities indicated online and reiterated in the booking confirmation email, as well as Club Med®'s usual services such as entertainment and evening events.

Services not presented as included in the Package are optional and subject to availability (this includes excursions, noting that those offered at the beginning and end of the cruise depend on flight arrival and departure times, Spa and wellness treatments, as well as services at the Hair Care Area). In all cases, services subject to supplement are clearly identified as such on the Website and/or on board the Yacht. Excursions booked in advance are subject to a minimum number of participants, as specified in the excursion booklet available on board. If the minimum number is not reached, Club Med® may cancel the excursion, and the G.M® is only entitled to a refund of the excursion corresponding to the amount already paid for, without any further compensation. Excursions may also be subject to a maximum number of participants.

Port and air taxes, as well as fuel surcharges, are subject to change under the conditions set out in Article 4 of the applicable General Terms and Conditions of Sale and these Specific Terms and Conditions.

*\*Full board includes three meals a day (with the exception of the day of boarding, when only dinner is included, and the day of disembarkation, when only breakfast is included). As an exception, for Packages 'with transport', if boarding takes place before noon, lunch is included. On the day of disembarkation, if the transfer departs after 2 pm, lunch on board is included. Full board includes wine (except for wines offered à la carte) at lunch and dinner, as well as a 'Bar & Snacks' package offering champagne by the glass at the bar(s) at 6 pm, drinks at the bar, and items provided in the mini-fridge, excluding à la carte / paid options indicated as such on board.*

### G.M® Special Requests

Any special requests must be made in writing before booking, in accordance with the stipulations set out in the applicable General Terms and Conditions of Sale.

### Passengers with reduced mobility:

Non-autonomous individuals (particularly those with an illness or physical or mental disability: persons with disabilities or persons with reduced mobility) are required to inform Club Med® in advance, allowing sufficient time, of their need for special assistance or an adapted cabin, before making any booking. It is imperative that the most complete information regarding specific needs related to accommodation, seating, or special services, as well as any medical equipment required by the individual, is communicated before booking so that Club Med® can ensure its ability to meet the transportation requirements under safe and comfortable conditions for the person concerned and other passengers. This information will be processed by Club Med® as soon as possible after being communicated in writing to the agency. Club Med® may, if necessary, require non-autonomous individuals to travel with someone who will be able to provide on-site assistance and care necessary for their health and to ensure the smooth running of the stay. As far as possible, Club Med® will provide non-autonomous individuals with useful assistance during boarding, disembarkation, and on board; however, this cannot replace the individualised care of a companion, which is therefore strongly recommended in all cases. Club Med® may not be held responsible for refusing to board G.M.s who did not properly notify them of their needs at the time of booking. Club Med® reserves the right to refuse to board a non-autonomous individual for safety reasons, due to unsuitable infrastructure, or if their health condition requires specific care that Club Med® is unable to provide. Disembarkation and stopovers in certain ports may be difficult or even impossible under safe conditions, particularly during disembarkation via tender, preventing individuals from taking part in the stopovers. A list of these ports is available upon written request.

Medical Restrictions: In general, all passengers must ensure that they are medically and physically capable of undertaking a cruise without endangering their own life or that of other passengers. Club Med® and/or the captain reserve the right to refuse to transport any passenger whose presence on board could jeopardise the safety of other passengers, the crew, or the public order in ports visited by the yacht. Notably, the captain and/or Club Med® may decide to refuse boarding or disembarkation of one or more passengers at any port visited by the yacht, to confine the passenger(s) to a cabin in the on-board medical service, to a hospital, or similar institution if the on-board doctor deems it necessary, and to have any authorised medications or substances administered by the doctor. The passenger bears all costs incurred, including consultations, medications, and repatriation. The passenger shall have no right to claim compensation and/or damages, or the reimbursement of any unused section of the trip.

Certain preventive medical measures may be necessary depending on the cruise.

Contact your doctor and/or Europ Assistance (Tel.: +33 (0)1 41 85 84 86 from Switzerland).

Moreover, please consult the website of the Federal Department of Foreign Affairs (FDFA): <https://www.eda.admin.ch/eda/fr/dfae.html>, which refers for medical questions to: <https://www.healthytravel.ch/fr>

## **1.2 AIR TRANSPORT TO THE BOARDING PORT**

Without prejudice to the provisions of paragraph 1.2.2 of the General Terms and Conditions of Sale, it is specified that airport/port round-trip transfers are included in the price of Packages with transport, unless otherwise indicated. Club Med® flights may be operated either during the day or at night, with the first and last days of the trip being dedicated to transport. As Club Med® does not have control over the flight schedules, it may not be held responsible for late departures and/or early returns on the first and/or last day.

## **1.3. TRANSFERS**

### **1.3.1. Transfers to the boarding port**

Airport/port transfers are not provided by Club Med® and remain the responsibility of the G.M® for Cruise Packages booked without air transport (Port-Port stay).

### **1.3.2. Port/Resort Transfer (or Resort/Port)**

In the event of a Resort Stay Package booked in addition to the Cruise Package, the Port/Resort (or Resort/Port) transfer is not provided by Club Med® and remains the responsibility of the G.M®. However, a transfer may be offered at an additional cost in certain cases at the time of booking. It is up to G.M® to inquire about this.

## **1.4. EXTENSIONS OF STAY IN A RESORT**

A stay at a Resort can be arranged before or after a Cruise, with the booking to be made through your travel agency.

## **2. HOW TO CALCULATE YOUR PACKAGE**

The prices of the Packages are provided in CHF, including all taxes, and apply to cruises with or without transport, lasting from 2 to 21 nights. They are valid for one adult (18 years and over) staying in a Club cabin on deck B, based on double occupancy, and include port fees as well as, for Packages sold with transport, transfers, airport taxes, insurance, security, solidarity taxes, and fuel surcharges. Taxes are subject to modification in accordance with the General Terms and Conditions of Sale (a detailed breakdown of prices for adults and children by deck is available on the Website, by calling 0840 841 842 (local call rate from a landline), or at your agency). The prices shown in the calendar and the prices related to cruises depending on the season are established based on the economic and fiscal data in force at the time of booking and the relevant season. Club Med® expressly reserves the right to adjust prices upward to account for:

- Transport costs, notably the cost of fuel (including that for the yacht);
- Fees and taxes related to the services offered, such as landing, boarding, disembarking taxes in ports (including stopover fees) and airports, or an increase in the civil aviation tax (known as the solidarity tax);
- Exchange rates applied to the specific Package. For the yacht share, the increase will be calculated as follows: variation in fuel prices (according to the MGO index), and for a price converted from US dollars to euros based on the exchange rate, applied to the yacht's projected fuel consumption for the cruise month and distributed per passenger. In the event of such variations, Club Med® may fully pass on these changes to its prices (on the basis that rate fluctuations shall apply only to services invoiced to Club Med® in the relevant currency). For G.M.s already registered 30 days or more before departure, no price changes will occur in the 20 days leading up to the planned departure date.

A reduction shall apply in the event of variation in the same indices.

### 3. HOW TO PAY FOR YOUR PACKAGE

Please refer to the provisions in Chapter 3 of the General Terms and Conditions of Sale, attached to any Contract or freely available on the Website or at an Agency.

### 4. MODIFICATIONS, CANCELLATIONS, AND/OR TERMINATIONS AND TRANSFERS

Please refer to the provisions in Chapter 4 of the General Terms and Conditions of Sale.

It is reminded that the G.M® does not have the right of withdrawal for the purchase of tourist services.

The terms 'termination' and 'termination indemnities' have the same meaning as 'cancellation' and 'penalties', respectively. Last-minute offers ('LMO') offered exclusively on the Website are subject to specific modification and cancellation conditions available on the aforementioned Website.

Without prejudice to the application of the provisions of Chapter 4 of the General Terms and Conditions of Sale in force at the time of booking, it is specified that the content of the Cruises and stopovers may be cancelled or modified without notice, particularly due to certain local restrictions (official events, cultural or sporting events, political events, security measures, etc.) or weather conditions (for example, water sports during the monsoon season), during which the planned destinations become inaccessible. As soon as these modifications substantially affect a fundamental element of the Package, Club Med® shall inform the G.M®.

In relation to the products of the Discovery Area ('Espace Découverte'), it is recalled that an insufficient number of participants — noting that the minimum number of participants, which may vary depending on the type of excursion offered, is specified at the time of booking for Discovery products in an agency, on the Website, or on board the yacht — constitutes a valid reason for Club Med® to cancel, without this cancellation giving rise to compensation for any reason whatsoever.

In the absence of available seats on Club Med® Flights, Club Med® may offer additional options on special flights on the same date or another date, possibly resulting in a modification of the cruise duration compared to that mentioned in the Calendar and Prices, and either an additional charge or a price reduction, which will be communicated to the G.M® prior to entering their Contract.

### 5. EXTENDING THE STAY AT A RESORT

Subject to availability and the successful completion of the necessary visa and/or vaccination formalities by the G.M®, the Package may be extended, according to the prices indicated in the calendar and price list. Payment must be made on board in full and in CHF. No payments made by a third party at any of our points of sale will be accepted.

### 6. WITHDRAWAL DURING THE PACKAGE

An interruption of the Package during a stopover and/or the refusal of certain services included in the Package or paid for in addition to the Package at the time of booking (such as workshops, excursions, etc.) shall not result in any refund or credit of any kind. The certificate of early departure from the yacht cannot, under any circumstances, be considered as an agreement for reimbursement of any kind.

### 7. LIABILITY

Please refer to the provisions of Chapter 12 of the General Terms and Conditions of Sale. The transport of passengers and their luggage by sea is governed by the Athens Convention of 1974 and the London Convention of 1976, as stated on the boarding pass provided to the passenger prior to boarding, which the G.M® acknowledges and accepts. The Athens Convention limits the liability of the carrier in the event of death or personal injury, loss, or damage to luggage and valuables. Under these conventions, Club Med® benefits from the same limitation of liability.

### 8. COMPLAINTS

Any complaints related to the Package must be submitted by the G.M® within 30 days of the completion of the Package via the form available in the 'My Requests' section of the G.M®'s customer account or in the 'Complaints' section of our Website.

Any claims involving damage or third-party liability insurance of Club Med® must be submitted in writing before the yacht's departure, or to the carrier if the dispute arises during transport organised by Club Med® for the outward or return journeys. After having referred the matter to the Customer Relations Department, and in the absence of a mutually satisfactory response within 60 days, **the G.M® may refer the matter to the Ombudsman for the Swiss Travel Industry: CH-8038 Zurich / +41 (0)44 485 45 35 / [info@ombudsman-touristik.ch](mailto:info@ombudsman-touristik.ch)**

Without prejudice to the above, it is reminded that these complaints must be submitted directly to the insurance broker MARSH - Tour Ariane - La Défense 9 - 92088 Paris La Défense Cedex.

### 9. FORMALITIES

Passport and visas: Please refer to the provisions in Chapter 6 of the General Terms and Conditions of Sale in effect, on the cruise page, in the 'Practical Information' section (under 'PASSPORT, VISAS') on the Website.

Travel Documents: Before departure, the G.M® receives their Contract, their travel notice detailing the dates, locations, and times of the trip, as well as the boarding pass, which is essential for boarding. The G.M® must provide the necessary information regarding their passport and ESTA (for cruises with stopovers in the US) to their travel agency at the time of booking. Flight times and airline names indicated on the Contract are subject to change on the Rendez-vous Vacances (pre-departure information). Health: Pregnant passengers who will be 28 weeks pregnant or more by the end of the cruise may not book or be transported. Passengers who will be less than 28 weeks pregnant at the end of the cruise must present, at the time of boarding, a medical certificate confirming their fitness to travel by sea. Failing this, Club Med® and/or the captain reserve the right to deny boarding, without any right to compensation or reimbursement of amounts paid. Club Med® reserves the right to request a certificate confirming their fitness to participate in the cruise at the time of booking.

Vaccinations - health - fitness to travel: Please refer to the "Health" section of the Website.

G.M®s with known allergies or food intolerances are asked to inform the Restaurant Manager or Head Chef upon arrival, according to the procedures provided on-site.

## **10. PERSONAL DATA – PRIVACY**

Please refer to the provisions in Chapter 14 of the General Terms and Conditions of Sale in force, as well as the privacy policy published on the Website.

## **11. SPORTS**

Please refer to the information available on the Website.

No water sports are available while the yacht is docked, unless otherwise specified. The opening of the nautical hall (allowing access to various water activities, including snorkelling) depends on weather conditions and/or local authorities' decisions.

## **12. ACCOMMODATION**

Please note that the accommodation on board the yacht referred to as "Unit-based" involves sharing with another G.M® registered on the same sales slip and/or booking file, meaning it is only available to families or G.M®s who know each other. Thus, for individuals registered alone on a sales slip and/or booking file, accommodation is in a single-occupancy cabin (which may involve an additional fee, depending on the stay dates). As a result of the unit-based accommodation principle, a child (under 12 years old) must either share a cabin with their parents and/or accompanying adult(s) or stay in a single-occupancy cabin, which incurs a single supplement. In any case, minors remain entirely under the responsibility of their parents and/or accompanying adult(s) throughout the stay, and it is up to the latter to determine whether their child(ren) over 12 years old can indeed stay alone in a single-occupancy cabin. Subject to availability, Club Med® offers, at a reduced rate (see Calendar and Prices), family cabins and/or cabins for three persons, but always unit-based, for children under 18 years old.

The cabin number specified on the Contract is indicative only, and Club Med® reserves the right to change cabin allocations within the same comfort category.

Accommodation conditions (name and category of the hotel, catering arrangements) outside the yacht are those specified in the mini-tour programme.

## **13. CHILDREN**

Without prejudice to the provisions of Chapter 5 of the General Terms and Conditions of Sale in force, children are only accepted on board from the age of 7, without supervision or special services. They remain entirely under the responsibility of their parents and/or accompanying adult(s).

## **14. ANIMALS**

Please refer to the provisions of Chapter 17 of the General Terms and Conditions of Sale.

## **15. REQUESTS DURING THE STAY**

Once at the destination, in case of difficulties or non-compliance, the G.M® has access, in addition to their on-site contacts, to a remote assistance service, whose contact details are provided in the sales contract.

We recommend taking out additional insurance. In this regard, please refer to Article 16 of the General Terms and Conditions of Sale.

## **16. VALUABLES**

Valuables, identification papers, or jewellery should not be left unattended in your cabin or hotel room. Each cabin is equipped with a mini safe in which cash or currencies up to 1,000 CHF and items with a maximum value of 2,500 CHF can be deposited. For larger amounts, the main safe at the reception must be requested.

### **CLUB MED® TERMS AND CONDITIONS OF SALE**

Issue of 14 October 2024

Applicable to all bookings made from 14 October 2024. Valid until further update, with the issue date as the reference. These General and Specific Terms and Conditions cancel and replace any General and Specific Terms and Conditions previously issued.

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