



GENERAL TERMS AND CONDITIONS OF SALE

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GENERAL TERMS AND CONDITIONS OF SALE

The terms and conditions for conducting activities related to the organisation and sale of travel packages are governed by the Package Holidays and Travel Trade Act 1995 (as amended by the European Union (Package Travel and Linked Travel Arrangements) Regulations 2019) (the "Package Holidays Act 1995") which shall supersede, when applicable, any contrary provisions found in these General Terms and Conditions.

1. INTRODUCTION

- 1.1 We are Club Med SAS (UK Branch) Connect House, 133-137 Alexandra Road, London SW19 7JY, clubmed.ie, Tour Operator (hereinafter referred to as "Club Med®", "We", "Us" or "Our"). Club Med® is registered with the Commission for Aviation Regulation ("CAR") and We provide full financial protection for Your monies.
- 1.2 These General Terms and Conditions of Sale (also referred to as "General Terms and Conditions") apply to all travel services offered on the website www.clubmed.ie and should be read along-side, when applicable, Your travel services Contract. They define the terms and conditions of purchase of the travel services in physical outlets (Travel Agency, etc.), on the Internet and by telephone for stays in Our Holiday Resort, which are hereinafter referred to as "Resorts". They are specifically supplemented or modified by Your Contract, as well as, if applicable, any applicable specific terms and conditions of sale, particularly for Cruises by Club Med®.
- 1.3 The content of the website www.clubmed.ie, as well as these General Terms and Conditions of Sale, are intended to inform travellers and Club Med® customers (hereinafter referred to as "G.M®", "Great Member(s)®", "You" or "Your"), prior to the signing of their Package travel contracts (hereinafter referred to as "Contract"), of the content of the proposed travel services relating to carriage and the stay (including accommodation, leisure and sport activities), as well as border crossing conditions.
- 1.4 For the avoidance of doubt, We note that these General Terms and Conditions will be incorporated by reference to any Contract that You enter into and will be binding upon You and Club Med® upon Us dispatching, by whichever means, the Contract to You.
- 1.5 For more information on the prices, terms of payment or services offered by Club Med® (including the dates of availability of services at extra cost, which can only be offered on certain dates and/or depending on the season), please refer to the website www.clubmed.ie.
- 1.6 Club Med® expressly reserves the right to make changes to the information on the website www.clubmed.ie (price, transportation and holiday services content, accommodation conditions, promotional offers, and à la carte activities or activities subject to a supplement), especially through erratum available in Travel Agencies and on the website www.clubmed.ie. Club Med® also reserves this right for the information published on any of its websites. In this case, the descriptions and/or the programmes for the Packages shall be updated on the websites.
- 1.7 **Holiday protection:**
 - 1.7.1 The Package Holidays Act 1995 requires Us to provide protection for the monies that You pay for the package holidays booked from Us and for Your repatriation in the event of Our insolvency. We are a recognized tour operator registered with the Commission for Aviation Regulation, 3rd floor Alexandra House, Earlsfort Terrace, Dublin 2, D02 W773, Tel: +353 16611700, Email: info@aviationreg.ie.

- 1.7.2 In the unlikely event of insolvency where neither We nor Our suppliers are able to do so, an alternative, CAR registered travel operator may provide You with the services You have bought or a suitable alternative (at no extra cost to You).
- 1.7.3 You agree to accept that in the circumstances described at clause 1.7.2, the alternative tour operator will perform those obligations and You agree to pay any money outstanding to be paid by You under Your Contract to that alternative tour operator.
- 1.7.4 You also agree that in the circumstances described at clause 1.7.2 it will not always be possible to appoint an alternative tour operator, in which case You will be entitled to make a claim under the Package Holidays Act 1995 (or Your credit card issuer where applicable).
- 1.8 If you book arrangements with us either directly, indirectly, from the website and/or on the phone, your money is protected by way of an insurance policy with International Passenger Protection Limited.
- 1.9 These General Terms and Conditions of Sale are governed by Irish law, and subject to the jurisdiction of the Irish courts.

2. YOUR CLUB MED® PACKAGE

2.1 General information

- 2.1.1 Club Med® offers various packages (hereinafter "Package(s)") for stays in a Resort, Villa or Apartment-Chalet (whether combined with an excursion or with another Resort), or Cruises aboard the Club Med 2. Those Packages can be offered with or without carriage. In the latter case, stays are then referred to as a "Package without transport".
- 2.1.2 Check-in commences from 15:00 on the day of arrival and cease at 10:00 on the day of departure for all travellers no matter the Package option. All times mentioned in these Terms and Conditions should be understood as local times at the place of the Resort unless specifically provided otherwise.
- 2.1.3 Without prejudice to clauses 2.1.2 and 2.4.2, You will be entitled to stay in and use the Resort (with the exception of Your accommodation) included in Your Package until 15:00 on the day of departure and lunch on the day of departure is included as part of Your Package.
- 2.1.4 Published prices for accommodation at Resorts are based on a twin share room. Children under twelve (12) years of age may be required to share a room with their parents and/or guardians and the child pricing reflects this possibility.
- 2.1.5 In "Winter Sports" Resorts, G.Ms® must comply with the General Terms and Conditions of Use of the ski lift operator, which are displayed or issued on site, but are also available on the operator's website. The safety instructions and rules related to the various activities offered must be observed. Failure to comply with these by the G.M® will make it impossible for the G.M® to participate in some or all of these activities.
- (a) For example, in Winter Sports Resorts, helmets are compulsory for off-piste skiing where possible and offered by the instructors supervising the lessons for G.Ms®. G.Ms® not wishing to wear a helmet will not be allowed in off-piste lessons and will not be entitled to claim any refund or compensation as a result.
- 2.1.6 Non-smoking areas: all communal and private indoor areas in all the Resorts are non- smoking. This applies to electronic cigarettes
- 2.1.7 Certain services (such as coaching structures and sports activities) are only offered on certain dates (for example only during school holidays)). The

precise dates of the services are available in the Travel Agencies, on the website www.clubmed.ie, or You can give Us a call in Our London Office for more information at the following number: 1800800922

2.2 What is included in Your Package

- 2.2.1 The Packages include, for the duration of the chosen stay (it being specified that the duration of the Package with carriage includes transport and transfer times):
- (a) full board (breakfast, lunch, dinner, open bar and snacking) excluding à la carte/chargeable meals/drinks indicated as such on site and top shelf beverages;
 - (b) the sports activities included in the basic Package (see the Resorts pages for more information);
 - (c) ski pass* (for travellers from four (4) years old, in winter in all winter sports Resorts, except for non-skier and non-hiker Packages);
 - (i) For short stay Packages (between two (2) and four (4) days), the ski pass will be included from the day of arrival to the day of departure;
 - (ii) For long stay Packages (five (5) days or more), the ski pass will be included from the day after arrival to the day before departure;
 - (d) when offered in the Resort, Club Med Baby Welcome® (subject to registration prior to booking and availability), Mini Club Med®, Junior Club Med® and Club Med Password®;
 - (e) daytime and evening entertainment;
 - (f) free use of all the Resort facilities and sports equipment (except snow equipment) and services of trained instructors as provided by the Resort operator (certain sports activities may be available at an extra cost and therefore not included in Your Package);
 - (g) service taxes at the Resort;
 - (i) Please note that tipping at a Resort is not permitted;
- and
- (h) ski helmet for children under twelve (12) years old.

- 2.2.2 The Villa and Apartment-Chalet Packages include, in addition to the specific services for the stay in the Villa/Apartment-Chalet the aforementioned services within the adjoining Resort. Each of these Packages is a single, indivisible product, the content of which is specified in more detail on the website www.clubmed.ie. All Packages are subject to availability.

2.3 What is not included in Your Package

- 2.3.1 The following elements are not included in Your Club Med® Package:
- (a) the costs of airfares, including all respective taxes and fuel levies where You have booked a Package without transport;
 - (b) transfers to and from Your point of departure, e.g. airport, train station;
 - (c) ski / snowboard equipment hire is at extra cost and varies depending on skier or snowboarder ability;

- (d) ski clothing (waterproof / weatherproof) and gear (including goggles and boots);
- (e) certain à la carte dishes and premium beverages (see clause 2.3.2 for additional details);
- (f) local tourist taxes;
- (g) excess baggage charges;
- (h) laundry, gifts, excursions, and some activities where there is a charge for individual lessons, scuba diving, and certain equipment according to individual resorts; and
- (i) on-site parking fees, if applicable, in some Resorts.

2.3.2 The services and food/drinks shown as being “with supplement”, “à la carte” or payable on the website www.clubmed.ie, or on site in the Resort are not included in the price of the Package. Without prejudice to the first sentence of this clause 2.3.2, all with supplement/à la carte services are optional and subject to availability.

2.3.3 Unless specified in the itinerary, reserved Seating and Sports Equipment Carriage are not included. Should You wish to add these options, please contact Your Booking Agent to request these at least two (2) weeks before departure. These services will be at extra cost. Snacks may be purchased onboard.

2.4 **Your Package without transport – specific provisions**

2.4.1 Club Med® offers Packages of varying durations without transport.

2.4.2 In the case of a Package without transport, arrival is between 15:00 and 20:00 on the day of arrival and departure is no later than 15:00, with rooms to be vacated by 10:00 on the day of departure, unless otherwise stated in the “Holiday Information” sent to the G.M®.

2.4.3 The price of a Package without transport includes full board meals, from dinner on the first day to lunch on the last day. Without prejudice to clause 2.4.5 below, travel to and from the Resort is at the expense of the G.Ms®. If the G.M® arrives early and depending on availability of the Resort, breakfast and/or lunch on the day of arrival and/or accommodation at the Resort may be provided at an additional charge.

2.4.4 On certain dates, Club Med® may not be able to offer Packages without transport, even if stays with transport are available. Similarly, for each type of stay, there is a quota of rooms in the Resort, particularly depending on the length of the stay concerned.

2.4.5 As part of their Package without transport, G.Ms® who have booked a transfer to and/or from the Resort with Club Med® are asked to limit the amount of their luggage and to inform Club Med® in advance by emailing Us at support.uk@clubmed.com at least seventy-two (72) hours before arrival, if You have particularly bulky luggage (such as golf bags, pushchairs, etc.), in order to assign the most suitable vehicle possible to the transfer concerned. In any case, Club Med® reserves the right to impose and charge for an additional vehicle if the amount of luggage exceeds the capacity of the vehicle assigned to the transfer according to the luggage information provided by the G.M®. The G.M® must comply with the times and the meeting place indicated by Club Med®, For the avoidance of doubt, it is noted that transfers as described in this clause 2.4.5 are collective.

2.4.6 Any transfer request by a G.M® outside the hours set by Club Med® will be processed as a private transfer, which will be at the expense of the G.M®. With

respect to any such private transfer You will be solely responsible in case of a delay causing the loss of a return-leg of Your trip.

2.5 Your Package with transport – specific provisions

2.5.1 The provision of clause 2.4.5 regarding bulky luggage in connection with the transfer also applies to a Package with transport.

2.5.2 Transport by train

- (a) Packages with transport by train, when departing from Paris, France, include a round-trip transfer to the Resort/Chalet Apartment. Club Med® books quotas with the SNCF (the “Société nationale des chemins de fer français”, [France's national state-owned railway company](#)) to which additional terms and conditions of use, available on www.clubmed.ie, apply.
- (b) If the transport is cancelled or if the G.M® fails to show up for departure, the termination conditions set out in clause 10.6 and in Schedule 1 of these Terms and Conditions shall apply.
- (c) The prices for children under the age of four (4) allow them to occupy a seat.

2.5.3 Air transport

- (a) Air taxes (airport, insurance, security, carbon, solidarity), fuel surcharges and/or stopover fees (including port taxes for Club Med 2 Cruises) are included in the prices and are those known at the date of publication of the price.
- (b) Airport/Resort/Villa/Apartment-Chalet group transfers are included in the price, apart from the exceptions mentioned in clause 2.3.1.
- (c) The Holiday Information sent to the G.M® prior to departure includes all the information relating to the flight as it appears on the E-Ticket. This document is to be produced by the G.M® at check-in with identification documents (*i.e.* passports) so that the airline can issue his/her boarding pass. As a safety measure, children under the age of two (2) years old are required to share an adult's seat. A seat on the return flight will however, be allocated to children who have turned two (2) years of age during the stay and will be charged accordingly.
- (d) The weight of luggage is limited per person and varies depending on the class of travel and the airline. The luggage allowance is specified by the airlines on their website. Any excess luggage incurs costs payable by the G.M® to the airline at the airport.
- (e) The transportation of special equipment (golf, diving, kite surfing, skiing, windsurfing, etc.) is subject to fees payable directly to the airline upon check-in. You can include these fees at the time of making Your booking. The amount varies depending on the airline and destination. The G.M® must notify, at the time of booking and no later than seventy-two (72) hours before departure, any need to transport special equipment, which is subject to the agreement of the airline in all cases. Club Med® cannot be held responsible in case of refusal by the airline to load a piece of equipment on-board and will not pay any resulting expenses.
 - (i) Please note that, with respect to skiing equipment, their transport and related fees can be booked and paid at the time of booking Your Package.
- (f) Flights marked as "direct" are non-stop or stopover flights only, with no change of aircraft.

- (g) Club Med® cannot be held liable in the event of no-show at boarding and/or failure to check-in at the place of departure of the air transport.
- (h) Flights chartered by Club Med® may be during the day or at night, with the first and last day of the trip being devoted to transport. As Club Med® is not in control of the choice of times, it cannot be held responsible for late departures and/or early returns on the first and/or last day, or for waiting times between two stops. End-of-day arrivals and early-morning departures are possible, either because of the schedules imposed by carriers, weather conditions or any unforeseen circumstances, especially in times of heavy traffic where high usage and security requirements can cause delays.
- (i) Package prices including transport (charter flights) are prices specifically negotiated by Club Med®. For scheduled flights, fares are subject to availability and specific booking classes to which Club Med® has access. If there are no more seats available or if the G.M® wishes to depart outside of the dates on which Club Med® can offer transport under the aforementioned conditions, or in other booking classes (e.g. Business class) on the same flight or another flight, seats with different financial conditions may be offered.
- (j) Club Med® may be required to propose an additional offer on special flights on the same date or on another date; a supplement may be applied and the amount confirmed before booking.
- (k) As airline tickets are issued at time of booking, if cancelled or modified, regardless of the notice period, a 100% fee may be deducted from the amount of the flights.
- (l) Cancellation of a Package with transport and reimbursement of taxes related to boarding in certain conditions:**
 - (i) When a ticket is no longer valid and has not been used for transport, Club Med®, upon request of a G.M® made by any means to the contact details provided in the Contract, shall reimburse, within thirty (30) days of the date of receipt of said request, the air taxes exclusively related to boarding.
 - (ii) The fuel surcharge is expressly excluded from the reimbursement, which shall consequently be payable by the G.M® in all cases.
 - (iii) The amount of taxes liable to be reimbursed under the aforementioned conditions will be indicated in the Contract under the terms "Airport Taxes".
 - (iv) The costs incurred by the refund request may also be reimbursed upon request, based on the postal and telecommunications rates in force at the time of the request and within a limit of twenty (20)% of the amount of the taxes.
 - (v) Exceptionally, refund requests that are made online will not give rise to any reimbursement of costs.
 - (vi) In case of a request made by phone, the reimbursement can only be made upon presentation of supporting documents.
- (m) Club Med® shall give the G.M® the necessary documents, as well as information on the expected time of departure and, in case of transport, the time of check-in and the scheduled times of stopovers, connections and arrival.

- (n) Schedules (check-in, flight code) and airline names are provided for information in the Contracts and are subject to change up to the day of departure. In case of a change, particularly of a carrier, the G.M® will be informed by any appropriate means by the contracting carrier or by Club Med® as soon as Club Med® becomes aware of it and no later than upon check-in or boarding for connecting flights.
- (o) Airlines and or other carriers do not, by endorsing Club Med® holidays, represent themselves as having an agreement or any other relationship with You or Your traveller/s. The passenger ticket in use by a carrier providing transport, when issued, shall constitute the sole agreement between You and the carrier for that transportation.
- (p) In accordance with EU Regulation 2111/2005 We are required to advise You of the actual carrier operating Your flight/connecting flight. We do this by supplying details of Your carrier on Your booking confirmation.
- (q) All carriers We use are approved on the EU Air Safety List.
- (r) Any changes to the actual airline after You have received Your tickets will be notified to You as soon as possible and in all cases at check in or at the boarding gate.
- (s) Carriers which Club Med® works with include: Aegean Airlines, Aer Lingus, Air Arabia, Air France, Air Mauritius, Alitalia, American Airlines, Austrian Airways, Bahamas Air, British Airways, Cathay Pacific, Delta Airlines, Easy Jet, El Al, Emirates, Euro Wings, Iberia, Jet 2, KLM, Lufthansa, Pegasus, Qantas, Qatar Airways, Royal Air Maroc, Singapore Airlines, Brussels Airlines, Sri Lankan Airlines, Swiss International Airlines, TAP Air Portugal, Latam, AeroMexico, Thai Airways, TUI, Titan Airways, Tunisair, Turkish Airlines, United Airlines, Virgin Atlantic.
- (t) Please note that children must be less than two (2) years of age on the date of their return flight to qualify for infant status.

2.6 **Your accommodation**

2.6.1 The principle of accommodation in Resorts (by Resort, We also mean the Club Med 2 Sailboat) is a so-called "per Unit" standard accommodation. Accommodation in a Villa or an Apartment-Chalet is also considered as per Unit accommodation. Per Unit accommodation is accommodation to be shared with another G.M® registered on the same sales slip and/or booking file.

2.6.2 For people registered alone on a sales slip and/or booking file, accommodation in the Resort is always in a single room (with a supplement payable).

2.6.3 **Specific provisions regarding children:**

- (a) Given the principle of per Unit accommodation, children must be accommodated in a room shared with his/her parents and/or companion(s), or in a single room (only children aged twelve (12) years and over) giving rise, where appropriate, to the payment of a single supplement.
- (b) The beds offered to children staying in their parents' room are likely to be sofa beds (dimensions provided on request).
- (c) Children under the age of three (3) years are accommodated in the room of the parents and/or companions in cots (usually in travel cots).

- (d) Children under the age of three (3) years do not count as occupants. Thus, for example, a family of four (4) people, two (2) adults and two (2) children aged ten (10) years and two (2) years, will be accommodated in a triple room with a cot for the child aged two (2) years.
- (e) A single person travelling with a child under the age of three (3) years will be accommodated in a single room with a cot and will have to pay a single supplement.
- (f) Please note that the conditions set out in this section 2.6.3 do not apply to Villas and Apartment-Chalets.

2.6.4 Children who are minors remain under the full responsibility of their parents and/or companions throughout their stay in the Resort, with it being up to the parents and/or companions to assess whether they can stay alone (provided they are at least 12 years old) in a single room.

2.6.5 Specific provisions regarding the Kemer Resort:

- (a) A G.M® booking a stay in the Kemer Resort may share a room with another G.M® (of the same gender) that he/she does not know. In the latter case and exceptionally, Club Med® may have to change the room of a GM® during his/her stay so that the single-gender rule is respected.

2.6.6 Club Med® offers Packages at different prices according to the category of accommodation chosen. These are specific types of accommodation with particular characteristics due to their location (for example: accommodation with a sea view, with a terrace, etc.) and/or their services or lay-out (interconnecting rooms).

2.6.7 Apart from optional services that may be offered at a supplement upon booking for some Resorts and for certain room categories only, accommodation (in the reserved category) is allocated exclusively on site and cannot be reserved in advance at the time of registration (except for Club Med 2). Any requests sent by G.Ms® directly to the Resort before arrival cannot be taken into account and will therefore have no binding or contractual value.

2.7 Accommodation – Transport – Reduced mobility person accessibility

- 2.7.1 Some of Our Resorts are more suitable for people with disabilities or reduced mobility. People with reduced mobility or requiring special assistance are asked to check with Club Med® before booking.
- 2.7.2 We cannot guarantee access, by Your own means, to all the activities and infrastructures of those Resorts. The recommended Resorts and the activities already identified as not being accessible in those Resorts will be given to You on request by the Travel Agency and by phone.
- 2.7.3 In accordance with the Package Holidays Act 1995, it is necessary for You to inform carriers of the need for special assistance, at least seventy-two (72) hours before departure, in order to set up the required resources. People who need assistance (due to illness, physical or mental disability) may be discouraged or denied from booking a flight by the airline or Club Med®.
- 2.7.4 Club Med® will not be responsible for G.Ms® who are denied boarding as a result of not having correctly notified their assistance needs during the booking process.
- 2.7.5 The airline and Club Med® may also require the presence of a person who will be able to provide the G.Ms®, both during their transport and their stay, with the help and assistance that their state of health requires and that they would need to ensure a smooth stay, with the G.O® (stands for “Great Organiser”) and/or G.E®

(for “Great Employees”) of Club Med® not being able to provide them with individual help and/or assistance.

- 2.7.6 Only assistance dogs deemed to be necessary (proof issued by the competent authority must be given to Club Med®: disability card and contract for the provision of the dog) may be admitted subject to:
- (a) them being accepted by the airlines during the journey and no quarantine being imposed by the host country; and
 - (b) Club Med® being duly informed in advance.

3. FORMALITIES

- 3.1 **Required documents.** To travel safely, valid administrative documents are required and additional formalities must be completed by G.Ms® under their responsibility and at their own expense. In no case does Club Med® replace the individual responsibility of the GM®, who must check and obtain all the formalities before departure (passport still valid, in principle, six (6) months after the date of returning from the trip, visa, Esta form to or in transit through the United States, health certificate, vaccines, etc.) and for the duration of the Package.
- 3.2 Failure to comply with the formalities, the inability of a G.M® to present valid administrative documents, for any reason, resulting in a delay, boarding being denied or being denied entry to a foreign territory, remain the responsibility of the G.M® and are at his/her expense, without Club Med® refunding or replacing the service.
- 3.3 At the time of booking, You must provide Club Med® with the full names as they appear on Your/Your traveller’s passport(s). In the event of a name change You will be asked to pay an administration charge of £50 per name and any further charges imposed by the airline (if applicable). Some airlines Club Med® utilises do not permit name changes for any reason. Such changes are likely to result in You being charged the full cost of the flight and will be subject to space being available for a new reservation. Please note that name or date of birth changes cannot be made within three (3) working days before the departure date.
- 3.4 To plan Your holiday, Club Med® advises You to visit the website www.dfa.ie/travel/travel-advice.
- 3.5 Club Med® also makes available to the G.M.®, updated information regarding any requirement that would be necessary regarding the visa, passport and any administrative documents that would be required for the travel and the stopovers.
- 3.6 Notwithstanding clause 3.5, due to regular changes taking place in relevant national legislation, Club Med® shall not be held liable for unintentionally providing inaccurate or incomplete information.
- 3.7 The approximate time required to obtain the needed documents will be specified on demand. The Club Med® agent will endeavour to assist You but such assistance will be at Club Med®’s discretion. You agree that in doing so, Club Med® is not assuming any obligation or liability.
- 3.8 **Passports.** We recommend all passports to be machine-readable. Minors must have their own valid administrative documents: passport, visa, ESTA form depending on the stopover countries if need be, of the destination.
- 3.9 **Advance passenger information (API):** It is now a requirement to provide API - this is a mandatory requirement and must be added on line thirty (30) days before Your flight depart.
- 3.10 **EasyJet specific formality** - It is mandatory You check-in online directly through the EasyJet website and present Your passport and boarding pass at the airline check-in desk. Failure to do so may result in additional fees and/or denial boarding.

- 3.11 **Consulate.** It is strongly recommended to consult the consulate or embassy of the destination countries.
- 3.12 **Visas and documentation.** It is Your responsibility to ensure that You/Your traveller/s obtain and pay for all necessary documentation, visas and vaccinations required for the travel destination. Club Med® will not be held liable in any way whatsoever for Your failure or the failure of Your traveller/s to secure this.
- 3.13 **Medical and vaccine requirements.** You must ensure that You/Your traveller/s comply with the countries' medical and vaccination requirements, which You/Your traveller/s plan to visit, and that any vaccinations, inoculations, prophylactic (e.g. for malaria) etc., where required, have been obtained.
- 3.14 **Covid impact on customs formalities.** To prevent the spread of Covid, biosecurity measures and travel restrictions may be enforced in the country You depart from, transit through or arrive in, especially health screening and quarantine. You may also be asked to fill out a passenger locator form or a health declaration. We recommend You check with the local authority before Your scheduled departure.
- 3.15 **Security measures.** The airport authorities are strengthening security measures regarding electronic equipment (laptops, tablets, mobile phones, cameras etc.). Security officers require that any electronic device carried on board is switched on and is in working order. If any electronic device does not function or cannot be switched on, it will not be accepted on board the aircraft.

4. TRAVEL

- 4.1 Please note that there will be no Club Med representative at the airport on Your outbound journey but there will be a representative to meet You on arrival. For any queries, please contact Us on 1800800922.
- 4.2 The carrier's responsibility in terms of liabilities can be found in [Our booking conditions](#).
- 4.3 Club Med will do its best to inform You of any changes made to Your travel arrangements but it shall be Your sole responsibility to check and reconfirm the flight details before departure to avoid unforeseen problems.
- 4.4 Club Med will not be responsible in cases where flight changes (made by the airline) affect other travel arrangements made by You and booked outside Your Package.
- 4.5 Club Med will endeavour to inform clients of any scheduled changes made to their flight times which are in excess of thirty (30) minutes to the original departure time.

5. DURING YOUR STAY

5.1 Payment of expenses on site

5.1.1 How do You pay expenses on site?

- (a) The G.M® will pay his/her bar expenses (only those not included in his/her "Bar & Snacks included" Package) using a Club Med® card/bracelet on a magnetic medium called the "Club Med Pass®" card, whose opening conditions are specified in the Resort, or using an international bank card.
- (b) Other expenses (shopping, wellness care, etc.) will, as appropriate, be payable with the "Club Med Pass®" card/bracelet or using an international bank card and/or failing this, in local currency when such payments are allowed and only at reception.
- (c) Other so-called hotel services, such as dry cleaning, laundry and some Internet access are available at a supplement and are to be booked directly in the Resort and/or through the reception, subject to availability and the price conditions applicable on site.
- (d) **Before departure from the Resort**, each G.M® must settle his/her account for all expenses incurred during his/her stay and paid for using the "Club Med Pass®" card/bracelet. That balance must be paid in local currency or by international bank card.
- (e) In case of non-payment of any expenses incurred by a GM® in a Resort, Club Med® reserves the right to debit the total amount of those expenses from the credit card used by the G.M® at the time of opening his/her Club Med Pass® account. The foregoing is without prejudice to Club Med®'s right to list the G.M® on the "incident list file".
- (f) In some Resorts, a service called "Easy Check out" is offered, enabling automatic billing after the departure of the GM® for his/her expenses incurred in the Resort. The G.M® can decide to subscribe to this service from his/her personal space on the www.clubmed.ie website before his/her departure or on site in the Resort. The amount of the expenses will be debited from the credit card that was registered at the time of subscribing to the service and opening the "Club Med Pass®" account.
- (g) Activities organised by external providers not affiliated with Club Med® (within or outside the Resort), booked and/or paid for on site by the G.M®, are not part of the Package subscribed and are therefore the sole responsibility of those service providers.

5.2 Local sale of package stays and extensions

- 5.2.1 Any purchase of a package, any extension of stay and/or any change of accommodation made directly on site will be subject to the applicable tariff(s) on site.
- 5.2.2 The applicable conditions of sale will be those applicable on site for any purchase of a package and those which appeared on the original Contract in the event of extension of a Package or a change to a higher category of accommodation made on site in the Resort.
- 5.2.3 All Packages (including extended stays and/or changes to a higher category of accommodation) purchased on site must be paid for in full on the day of booking.
- 5.2.4 Any change by the GM from a higher category of accommodation to a lower category of accommodation will not be refunded.

5.3 Excursion Desk

- 5.3.1 These are excursions and sports and leisure activities offered by the Resort's Excursion Desk.
- 5.3.2 Excursions and sports and leisure activities sold on site in the Resort are not included in the price of the Package and are to be booked and paid for on site in local currency at the Resort's Excursion Desk or as specified by the Excursion Desk; their organisational, registration (minimum or maximum size of group required), modification, cancellation and/or termination and modification arrangements are notified to G.Ms® in the Resort, with it being specified that excursions and sports and leisure activities organised by an external provider are the sole responsibility of that external provider.
- 5.3.3 Excursions and sports and leisure activities may also be offered at the time of booking the stay in some Resorts. Their price is to be paid by G.Ms® in addition to the price of the Package. The conditions of sale are those applicable to the Package (particularly as regards the conditions of cancellation, modification and withdrawal), unless there are specific terms and conditions. The details and conditions of these excursions and sports and leisure activities (date, time, etc.) will be specified in the Resort.

5.4 Unexpected events

- 5.4.1 Under the Package Holidays Act 1995, We are responsible for the proper performance of all travel services included in Your Package. If any of these services are not provided as agreed between us, you may be entitled to compensation, if appropriate, unless this lack of conformity is due to an event beyond Our control, or is caused by You or a third party.
- 5.4.2 If You are in difficulty on Your holiday We will help by providing information on health services, local authorities and consular assistance. We will help You make phone calls, send emails or make alternative travel arrangements. We may charge you for any costs We incur if the difficulty is caused by You.

5.5 Complaints

- 5.5.1 If You have a complaint, You can inform the local service provider in question (e.g. the hotel) or Our Club Med representative. If Our representative isn't available, You should contact Us directly via the contact details provided at customer.uk@clubmed.com.

6. HOW TO CALCULATE THE PRICE OF YOUR PACKAGE

6.1 Price of the Package

- 6.1.1 Packages are customisable products which final composition depends on the specific requests of the G.M® according to several variable criteria such as the booking date, the start date of the stay, the length of the stay, the type of accommodation chosen, the type of transport (charter flight, scheduled flight on Club Med®, booking classes, low-cost flight, etc.), the age of the G.M®, as well as the addition of any à la carte services (golf courses, Petit Club Med®, etc.). Each criterion corresponds to one or more prices, the sum of which is “the total amount of the Package price”.
- 6.1.2 Without prejudice to Club Med®’ obligations pursuant to the Package Holidays Act 1995, to find out the exact price in force for the configuration of his/her Package, the G.M® is asked to contact his/her Travel Agency or to consult the website www.clubmed.co.uk. In any case, the price of the Package must be confirmed before booking and will be set out in the Contract.
- 6.1.3 When a tourist tax is introduced by the competent public authority, its payment is mandatory. It may be included in the price of the Package, depending on the Resort. When the tax is payable on site at the Resort, in addition to the price of the Package, the G.M® is informed in the Contract.
- 6.1.4 In addition, Club Med® reserves the right, in compliance with the Package Holidays Act 1995, to claim from the G.M® the payment of any tourist tax which may be established further to a decision by the municipality or any other competent administrative authority after the date of booking the Package. In such a case, the G.M®, who is informed of this by Club Med® by any means, agrees to pay the tax at the Resort.
- 6.1.5 Any booking which includes air services entails the payment of variable taxes related to transport. They are included in the price including tax and are subject to change. The extra cost to the G.M® that may result from a change in said charges is in accordance with clause 10.8.

6.2 Membership

- 6.2.1 A traveller must be a Club Med® member to participate in a Club Med® Package.
- 6.2.2 Membership annual fee: An annual sum for the membership annual fee is added to the total amount of the Package price for each and all G.Ms® registered on a booking file.

Membership fees	Annual Subscription fees (per person)
All Members (from the age of 2*)	€20
Children (under 2*)	Free

*At the time of travel

- 6.2.3 The membership annual fee is payable on the day of booking the Package and is valid for a period of twelve (12) months as from that date, for all bookings made during that period, regardless of the departure date.
- 6.2.4 For the avoidance of doubt, You should note that if You book more than one Package in a twelve (12) month period, You will only be liable to pay the membership annual fee once.
- 6.2.5 The payment of the membership annual fee by the G.M® implies acceptance of the terms of the Club Med® membership as well as the rules applicable in the Resort, whether they are displayed or given out directly by staff, particularly in terms of health and safety.
- 6.2.6 Your membership fees will not be refunded if You cancel Your Package.

- 6.2.7 Failure to comply with the terms of the Club Med® membership, as well as codes of conduct at the Resorts, may result in Club Med® taking whatever action it feels necessary including recovering from You/Your traveller/s the cost of any damage or loss caused,
- 6.2.8 Your/Your traveller/s exclusion from a Resort as well You/Your traveller/s being entered on an “incident” list will result in You/Your traveller/s losing all the benefits attached to the Club Med® membership.
- 6.2.9 In the case of exclusion from a Resort, Club Med®’s responsibility and contractual obligations towards You/Your traveller/s will be terminated immediately. Club Med® will have no obligation towards You/Your traveller/s in respect of Your/Your traveller/s return travel arrangements, unused accommodation or any compensation.
- 6.2.10 By paying Your membership fees, You consent to the use of Your personal details by any company within the Club Med® Group as well as by their business partners in accordance with Our privacy policy.

6.3 Price reductions and promotional offers

- 6.3.1 The price reductions or special offers mentioned on the website www.clubmed.co.uk, like any other price reduction or promotional offer offered by Club Med®, are not retrospective and are non-cumulative, unless otherwise stated. In this regard, it is specified that the promotional offers of Club Med® are governed by the specific conditions of such promotional offer as well as the provisions of these General Terms and Conditions to the extent that they do not contradict the specific conditions. No promotional offer shall apply to G.Ms® who have already booked their Package at the date the offer becomes available.

7. HOW TO PAY

- 7.1 Any G.M® purchasing a Package must, be at least eighteen (18) years old, be legally able to contract and not be under guardianship or trusteeship.
- 7.2 **On confirmation of booking, if You book Your Package more than ninety (90) days prior to the departure date**, You must effectuate payment in accordance with the payment schedule stated in Schedule 1.
- 7.3 **On confirmation of booking, if You book Your Package within ninety (90) days of the departure date**, We must receive payment of the full cost of Your Package on confirmation of booking. For more information on when Your deposit is payable see Schedule 1.
- 7.4 Notwithstanding the provisions of clauses 7.2 and 7.3, please note that if You book Your Package from outside of Ireland, full payment is due at the time of booking.
- 7.5 Without prejudice to clause 7.4, Your reservation for a Club Med® Package will only be confirmed when Club Med® receives the deposit amount specified on Your booking confirmation.
- 7.6 Payment of Your Package can be made by debit or credit card, bank transfer or via PayPal.
- 7.7 Payment by PayPal, debit or credit card or bank transfer does not incur a transaction fee.
- 7.8 For telephone reservations made within fourteen (14) days of departure, We will only accept payment by debit or credit card.
- 7.9 Payment by credit card also allows the G.M® to pay the aforementioned deposit upon booking as well as the membership annual fee, as the case may be, and to opt, without further formality, for the automatic withdrawal of the balance of the Package on its due date.

8. LATE PAYMENT

- 8.1 If Club Med® does not receive any sums due for the purchase of Your Package within forty-eight (48) hours of its due date (as set out in these Terms and Conditions), Club Med® will not be required to keep the Package available.
- 8.2 Late payment, *i.e.* payment not made within forty-eight (48) hours of its due date (as set out in these Terms and Conditions) will be considered as a cancellation by the G.M®, for which the cancellation charges set out in Schedule 1 will be applied. You will be deemed to have cancelled Your booking and will be liable for any sums due pursuant to clause 10.6
- 8.2.1 The date used to determine the amount of these charges will be the date on which Club Med® sent the letter or any other means allowing acknowledgement of receipt notifying the G.M® of the effective cancellation of the Package as a result of the G.M®'s failure to pay the price of the Package on time.
- 8.2.2 The G.M® will pay the charges imposed upon him/her without delay, it being specified that the sums paid in respect of the deposit will be retained by Club Med® and will be deducted from the penalties due.
- 8.2.3 In case of non-compliance by the G.M® with the payment deadlines set out in these Terms and Conditions, Club Med® reserves the right to recover the sums in question by any means and to enter the G.M® concerned on its "incident list file".
- 8.3 Without prejudice to the above, each G.M® who has booked a per Unit accommodation, including accommodation in Villas/Apartment-Chalets (as defined in clause 2.6 of the General Terms and Conditions), will be jointly and severally liable with all other travellers with respect to the payment to Club Med®, of the amount of the price of the Package payable in respect of said accommodation, as well as, where applicable, of any cancellation charges in the event of partial or total cancellation pursuant to the conditions set out in clause 10.6.
- 8.4 The booking of accommodation and particularly of a per Unit accommodation, can be validly made by a single G.M®, with the latter being deemed to act on behalf of other G.Ms® under a mandate given by them and authorising him/her notably to communicate to Club Med® all the personal data regarding each other G.M® concerned and necessary for booking the Package and for the stay generally (including the membership number allowing the identification of "companion" G.Ms® for accommodation). Club Med® therefore cannot be held responsible as regards said G.Ms® for the unauthorised disclosure of their personal information as that information may appear on sales and/or travel documents prepared during the stay.

9. CHILDREN

- 9.1 **Booking a Child's Package (for minors under the age of 18)**
- 9.1.1 A child who is a minor must be accompanied by a responsible adult to look after them for the duration of the Package.
- 9.1.2 If the accompanying person is a person other than the parents of the minor (or the legal guardian with custody rights) or is just one of the parents (in case of divorce or separation), the accompanying person must obtain, in the name of the minor concerned, written authorisation from the father, the mother or the legal representative of the minor specifying the conditions under which the accompanying person will have custody of, and be responsible for, the minor concerned during the use of the Package; with this authorisation to be written on the Club Med® form provided for this purpose and available on the website, as well as any visas and vaccination certificates that may be required by the destination country.
- 9.1.3 If a child, who is a minor, travels without one of his/her legal guardians, the contact details of the G.M® who is responsible for them on site, as well as those of the

minor child (if the minor child has any), must be communicated to Club Med® at the time of booking in order to be able to make contact quickly if necessary.

- 9.1.4 All the aforementioned documents must be submitted upon registration, otherwise, Club Med® reserves the right to refuse the registration of the minor in question.
- 9.1.5 Club Med® also reserves the right to verify the accuracy of the information included in any documents provided pursuant to this clause 9 or otherwise required by the destination country, and to cancel, if applicable, automatically and without any formalities, the accompanying person's Package in question, with such cancellation being deemed to be because of the G.M® and without prejudice to any Club Med® remedies for damage suffered.
- 9.1.6 The cancellation of the accompanying person's Package pursuant to clause 9.1.5 shall lead, automatically and without any formalities, to the cancellation of the minor's Package.
- 9.1.7 Please enquire further with respect to booking a Child's Package by calling 1800800922 or by contacting Your local travel agent.

9.2 **Registration in the Club Med® childcare structures**

- 9.2.1 Regarding the practical arrangements for registration and reception in childcare structures (Baby Club Med®, Petit Club Med®, Mini Club Med®) and clubs for teenagers (Junior Club Med® and Club Med Passworld®), please find the information on the website www.clubmed.ie.
- 9.2.2 Baby Club Med® and Petit Club Med® have a limited number of places, not only by age category (example: "2 to 3 years" for Petit Club Med®), but also by age group (e.g. for Petit Club Med®: "2 years old" and "3 years old").
- 9.2.3 Registration in one of these structures may be refused if the quota for the age group of the child to be enrolled has already been reached. Club Med® will only be able to register a child in one of the aforementioned structures if that child is of the required age on the day of arrival.
- 9.2.4 In some of Our resorts (including French resorts), proof of vaccination (NHS Red Book) or letter from the doctor proving that the child is fit for the childcare structure may be requested to approve the registration. Doctors and nurses onsite will also be able to approve the registration of the child in the Club Med® childcare structures following an appointment on arrival at the resort.
- 9.2.5 Children and teenagers remain under the full responsibility of their accompanying person, apart from during activities organised within the framework of the childcare structures. In Resorts with Club Med Passworld® and in some Resorts with Junior Club Med®, Club Med® offers freely-accessible and exclusive spaces dedicated to teenagers, but it is recalled in this respect that each teenager remains under the full responsibility of his/her accompanying person.
- 9.2.6 Please note that some Resorts do not accept children under the age of two (2) years (under the age of four (4) months in some Resorts). children under the age of eight (8) years (Club Med 2 and Cefalu) or minors under the age of eighteen (18) years (Adult-only Resorts).
- 9.2.7 To find out exactly which children's clubs are offered by Resort, either included in the basic Package or at a supplement, please refer to Our website.
- 9.2.8 In some Resorts, Club Med® may offer the "Pyjama Club®" service, which allows the children of G.Ms® to be looked after in the evenings by Baby Club Med® or Petit Club Med® G.Os®, with the prices, times and age limits to be defined in the Resort. Some of the aforementioned services are not included in the Package (apart from exceptions and/or special offers), are subject to availability and are to

be booked and paid for on site in the Resort, with the price and payment conditions to be defined in the Resort.

- 9.2.9 In some Resorts, Club Med® may, upon request, provide contact information for independent babysitting services, with parents being responsible for contacting said services directly. Club Med® is not responsible for these services provided by third parties under their sole responsibility.

10. **CHANGES, CANCELLATIONS, TERMINATIONS, WITHDRAWAL**

- 10.1 For the purposes of this clause 10, the terms "termination/resolution" and "termination/resolution indemnities" shall have the same meaning respectively as the terms "cancellation" and "penalties".
- 10.2 G.Ms® do not benefit from a right of withdrawal for the purchase of tourist services.
- 10.3 It is recalled that last minute offers ("LMO"), offered, are subject to specific modification and cancellation conditions. Please refer to these specific conditions [here](#).
- 10.4 **CHANGES BY YOU**

10.4.1 **Changes to booking:** Without prejudice to the fact that full payment of the Package is due before departure pursuant to and in compliance with clause 7, the G.M® may modify the conditions of his/her registration free of charge, subject to availability and the following cumulative restrictions,

- (a) no change in the spelling of his/her name (or that of the participants registered on the same booking file);
- (b) no change in the departure and return dates, or transportation;
- (c) no change to destination or supplement services; and
- (d) no change to the trip or travel, except a possible increase in the number of people involved and/or requests for additional services (examples: courses, childcare) or requests for higher category services (examples: upgrades of accommodation, transport, etc.).

10.4.2 **Changes to departure date/destination:** The G.M® may also change his/her departure date or destination free of charge, more than fourteen (14) days before the departure date, subject to availability, including with respect to flights, and the following cumulative restrictions:

- (a) the new departure date selected is no more than seven (7) days before, and no more than seven (7) days after, the initially scheduled date; and
- (b) the Package thus modified is of a tax-inclusive value at least equal to the tax-inclusive value of the Package initially purchased;

Any change request made by a G.M® pursuant to this clause 10.4.2 is presumed to be accepted by all G.Ms® registered in the file.

10.4.3 **Package booked with the "EBB" offer:** In case of a modification in regard to a Resort or Villa/Appartement-Chalet change, and/or the departure/return date, the G.M® can benefit from the "EBB" offer if applicable at the date of the Contract modification. The full [terms and conditions of the EBB offer](#) shall apply accordingly.

10.4.4 **Alteration of Package prior to departure**

- (a) If, after Our confirmation invoice has been issued, You wish to change Your Package in any way, We will do Our utmost to make these changes available. It may not always be possible and You could incur cancellation

or other charges together with any extra cost as detailed in this clause 10.4.4 as well as in clause 10.6 and Schedule 1.

- (b) Changes of destination and/or Package dates made within ninety (90) days of departure will be treated as a cancellation of the original arrangements by You and cancellation charges will apply as detailed in clause 10.6 and Schedule 1.
- (c) Any request for changes to be made must be received in writing by email to Support.uk@clubmed.com Our offices from the person who made the booking or Your travel agent.
- (d) You will be asked to pay an administration charge of £50 per name for requests, and any further cost We incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and You should contact Us as soon as possible.
- (e) Certain travel arrangements may not be changeable after a reservation has been made according to airlines' rules, and the General Terms and Conditions and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

10.5 **CONTRACT TRANSFER BY YOU**

- 10.5.1 The G.M® may assign his/her Contract if the assignee fulfils the same conditions as him/her to perform the Package (in particular, the same Package, the same type of accommodation, the same number of people and passengers concerned, children in the same age group, etc.).
- 10.5.2 The assigning G.M® must imperatively inform his/her sales outlet by any means allowing acknowledgement of receipt (e.g.: registered letter with acknowledgement of receipt, email, etc.) no later than seven (7) days before the start of the relevant Package, excluding the date of departure, by specifying precisely the full name and address of the assignee and the participants in the Package and proving that they strictly fulfil the same conditions as him/her to be able to use said Package.
- 10.5.3 A new contract will be issued in the name of the assignee G.M®.
- 10.5.4 The assignment of the Contract results in assignment fees, further detailed in clause 10.5.7, owed jointly and severally to Club Med® by the assigning G.M® and the assignee G.M®.
- 10.5.5 Without prejudice to the foregoing, no assignment may be made for a booking for Unit accommodation without the prior written consent of the other G.Ms® remaining registered for the Unit accommodation concerned, with their authorisation, in this case, having to be attached to the assignment request.
- 10.5.6 In case of assignment of a Package benefiting from a "Early Booking Bonus" reduction, said reduction is transferable to the assignee, provided that the conditions of the Package are unchanged.
- 10.5.7 Assignment fees Applicable to all Packages:
 - (a) A processing fees for the assignment request of £50.for all Packages with scheduled flight, low-cost flight or train transport will be owed.
 - (b) In addition to the processing fee mentioned at 10.5.7(a), additional and specific costs incurred by the assignment, such as, in particular, the costs of issuing new plane or train tickets will be payable. These costs vary depending on the carrier and depending on different factors (date of the assignment, etc.) and cannot be reasonably given in advance. They will

therefore be communicated to the G.M® on the day of the assignment request.

- (c) It is specified that the assignment of a Package including transport on a scheduled flight cancels the registered transport ticket and is therefore subject to the issuance of a new ticket available for the flight. This availability may or may not incur surcharges (whether or not the surcharge is applied depends on the fare category of available seats in relation to the fare class purchased under the original Package).

10.5.8 If You do not comply with the assignment process set out in clauses 10.5.1 and 10.5.2, Club Med® may refuse the assignee of the Package access to the Resort, Villa, Apartment-Chalet or Cruise concerned by said Package or make him/her pay the price of the Package in its entirety, even if the Package has been paid for by the assignor in whole or in part.

10.6 CANCELLATION BY YOU

10.6.1 In case of outright cancellation of the Package by all G.Ms® registered for a per Unit accommodation or by a G.M® registered for accommodation per person, Club Med® will reimburse the amounts paid (excluding the annual fee, which will be retained by Club Med®, except in circumstances of force majeure as defined in clause 10.11), net of any amounts withheld as cancellation indemnities, by applying the scale set out in Schedule 1.

10.6.2 **IMPORTANT:** In the event of cancellation by You, You may be required to pay further costs in addition to Your non-refundable deposit. If the reason for Your cancellation is covered under the terms of Your insurance policy, You may be able to reclaim these charges.

10.6.3 Cancellation requests must be notified to Club Med® by registered letter with acknowledgement of receipt sent to the sales outlet, or, in case of bookings made remotely (by phone, Internet, etc.) by writing to Club Med - Back Office – Connect House, 133-137 Alexandra Rd – SW19 7JY London, and include, in any case, a copy of the Contract and, if applicable, the information provided in the context of "transportation". You can also send an email to support.uk@clubmed.com to notify Us of the cancellation. The date used to determine the cancellation indemnities due under the foregoing provisions will be the date of the email You sent, noting emails received after 17:00 will be deemed to have been received on the following working day.

10.6.4 In the event of cancellation on behalf of a third party, the written authorisation of the interested party is mandatory and must be attached to the cancellation request, even if the booking was made on behalf of the third party concerned. The relevant reimbursements will be sent to the payer unless the latter requests otherwise in writing.

10.6.5 Please note that the cancellation of any member of Your party may affect the room occupancy/type and price for Your booking as We reserve the right in this case to transfer the remaining members of Your party to alternative accommodation, which may be at a supplement.

10.6.6 Specific conditions for the partial cancellation of Unit accommodation

- (a) In the event of cancellation by a G.M® registered for Unit accommodation, the G.M® will owe the cancellation fees referred to in Schedule 1. The G.Ms® remaining registered will be:
 - (i) subject to availability, relocated to different accommodation corresponding to their number (single room if applicable) under the price conditions of the new accommodation; or

- (ii) kept in the accommodation originally booked upon payment of a surcharge (as that accommodation will be of a greater capacity) corresponding to the price difference between the total amount of the cancelled Package(s) and the indemnity paid under the cancellation of said Package(s) (e.g. for booking a room accommodating four (4) people for a total amount of £4,000 that is £1,000 per person: in case of cancellation by a person twenty-five (25) days before the departure date – the indemnity owed by that person will be fifty (50)% according to the aforementioned scale, i.e. £500, with the G.Ms® wishing to remain in the accommodation originally booked having to pay a surcharge of £500). If the G.M(s)® remaining registered refuse the accommodation proposed by Club Med® under the provisions mentioned above in 10.6.6(a)(i) and/or do not agree to stay in the accommodation originally booked under the provisions mentioned in 10.6.6(a)(ii), the cancellation penalties provided for in Schedule 1 would then be applied.

- (b) You and all members of Your party (including children) should take out adequate travel insurance for the duration of Your Package to cover the cost of termination of the Contract, or the cost of assistance, including repatriation in the event of accident, illness or death. You should check the terms of Your insurance policy carefully to ensure that it covers Your requirements and is suitable for Your needs and travel arrangements.

10.7 WITHDRAWAL BY YOU DURING THE PACKAGE

- 10.7.1 An interruption by You of the Package and/or waiver by You of certain services included in the Package or paid in addition to the price of the Package at the time of booking (such as ski pass packages, skiing lessons, Baby Club Med®, Petit Club Med®, Spa packages, excursions, etc.) cannot give rise to a request for a refund or the benefit of credit of any kind.
- 10.7.2 The certificate of early departure from the Resort, as well as certificates attesting to the withdrawal of the G.M® from any of the aforementioned services, can in no way be considered to be agreement to a refund for any reason whatsoever.

10.8 CHANGES BY CLUB MED®

- 10.8.1 Club Med® reserves the right to correct the price of the Package indicated to the G.M® at the time of booking in case of an obvious factual error, resulting in particular from a computer bug that is not directly attributable to Club Med®.

10.8.2 Alteration of Package price prior to departure

- (a) Once Your booking is confirmed, we will absorb and You will not be charged for any increase in price of the land portion of Your Package. The price of the land portion at the time of booking is guaranteed not to change for the customer, regardless of any external factors.
- (b) We will absorb and You will not be charged for any increase equivalent to two (2)% of the price of Your transport portion within Your Package, which excludes any amendment charges.
- (c) You will be charged for transport price increase, if You have already booked Your Package and if We notify You at least twenty (20) days before Your scheduled departure date, for the amount over and above that two (2)% price increase, plus an administration charge of €1.00 per person together with an amount to cover agents' commission but only to the extent that such price increase is a direct consequence of:

- (i) An increase in the price of the carriage resulting from the cost of fuel or other power sources;
- (ii) The level of taxes or fees on the travel services included in the contract and imposed by third parties not directly involved in the performance of the Package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports etc. and
- (iii) The exchange rates relevant to the Package.

- (d) If this means that You have to pay an increase of more than eight (8)% of the price of Your transport within Your Package, You will have the options set out at clause 10.8.5 below.
- (e) Should the price of Your Package go down due to the changes mentioned above at clause 10.8.2(c), then any refund due will be paid to You. We will deduct from this refund Our administrative expenses incurred. Please note, for the avoidance of doubt, that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of Your Package due to contractual and other protection in place.

10.8.3 **Alteration to other Package terms:**

- (a) While every effort is made to keep to the Itinerary as set out in Your Contract and without prejudice to clauses 10.8.2 and 10.8.5, Club Med® reserves the right to make insignificant changes intended for Your convenience e.g. in some cases, weather conditions can necessitate an alteration in the Itinerary and this shall not constitute any reason for a refund. Should any changes need to be made, We will inform You accordingly.
- (b) Without prejudice to clauses 10.8.2 and 10.8.5, although no changes are anticipated, Club Med® reserves the right to withdraw, alter or modify published Itineraries, facilities and activities at any time at Club Med®'s discretion without liability for any loss. You will be advised of such changes prior to departure.

If We make a significant change to Your Package, We will inform You or Your travel agent as soon as reasonably possible if there is time prior to Your departure. When a significant change occurs such as the alteration of Your outward/return flights by more than twelve (12) hours and/or change of Resort and/or change of airport (except for a change from one London airport to another; London airport), You will have the options set out at clause 10.8.5 below. Please refer to passenger rights information on flight delay and cancellation compensation outlined in the following link: www.flihhights.ie/your-rights/.

10.8.4 **Changes to the Package due to local requirements:**

- (a) The services, activities and content of Cruises as well as the order of stopovers/stages may be modified or cancelled according to certain local requirements or weather conditions imposed on Club Med® (such as water sports during the monsoon season).
- (b) The opening and closing dates of Resorts and some of the services offered may be subject to change (e.g. the number of restaurants and bars open may change, beach or speciality restaurants may be closed; similarly the sports activities offered may be changed and/or adapted to the Resort's occupancy rate).

- (c) The specified departure date of the aircraft may be changed, which may result in a price change.
- (d) The benefits/services sold at a supplement upon booking and/or on site may be modified and/or cancelled according to certain local requirements or weather conditions imposed on Club Med®.
- (e) Without prejudice to clause 10.8.5 below r to Your rights under the Package Holidays Act 1995, Club Med® cannot be held liable in these cases.

10.8.5 Options available in case of changes to the Package price and/or terms

- (a) In the event of any significant change to the Package and/or the price pursuant to clauses 10.8.2, 10.8.3 or 10.8.4 (and not a correction of an obvious factual error in the price pursuant to clause 10.8.1) under the conditions defined above, Club Med® undertakes to inform its G.Ms® by any means (constituting a durable medium) allowing acknowledgement of receipt (e.g. registered letter with acknowledgement of receipt, email, fax, etc.) as soon as possible and, at the latest, 20 days before the scheduled departure date in the event of a price change. G.Ms® will have the ability, in the event of a significant change, to either:
 - (i) cancel their Contract, and obtain, without having to pay any compensation to Club Med®, a refund of all sums paid within (fourteen) 14 days following the cancellation of the Contract; or
 - (ii) accept the change to the Package and/or price offered by Club Med®. In this case, an amendment to the Contract specifying the changes made will be issued.
- (b) The cancellation or acceptance of the change must be notified to Club Med® by any written means allowing acknowledgement of receipt (registered letter with acknowledgement of receipt, email, fax, etc.) within seven (7) days of receipt of the information on the change by the G.M®.
- (c) If the GM fails to respond, Club Med® may terminate the Contract and refund all payments made by or on behalf of the GM without undue delay and in any event not later than fourteen 14 days after the Contract is terminated.
- (d) Where the changes result in a Package of lower quality, You shall be entitled to a corresponding price reduction.

10.9 TERMINATION (OR CANCELLATION) BY CLUB MED®

- 10.9.1 If, before departure, Club Med® has to terminate the Package chosen by the G.M® outright, substitute services will be offered to the G.M®, depending on availability. The cancellation of his/her Package, as well as the new Packages offered as replacements, will be notified to the G.M® by any means allowing acknowledgement of receipt (e.g. email,) as soon as possible after the occurrence of the causes justifying the cancellation of the Package in question.
- 10.9.2 If the GM® has not informed Club Med® of his/her decision to accept the replacement Package by any written means allowing acknowledgement of receipt within seven (7) days of receipt of the notification from Club Med®, the G.M® may request a refund of all the sums paid.
- 10.9.3 If the GM® accepts the replacement Package, no indemnity will be due, and if the price of the replacement Package is less than the price of the previously booked Package or the Package is of lower quality, the difference will be deducted or refunded according to the payment status of the balance. If the price of the replacement Package is higher, the G.M® will owe the difference to Club Med®.

10.10 CANCELLATIONS BY CLUB MED® DUE TO CORPORATE EVENTS

10.10.1 We reserve the right to cancel Your Package, whenever the relevant resort is entirely hired as a venue for Business Events by 'Meeting & Events by Club Med®'. In this event, We will inform You or Your travel agent as soon as possible and You will have the choice of:

- (i) Having a refund of all monies paid but excluding any money paid by You for Your independent travel arrangements; or
- (ii) accepting an offer of an alternative Package of comparable standard from Us, if available. We will refund any price difference if the alternative is of a lower value.

10.11 CONTRACT RESOLUTION FOR CASE OF FORCE MAJEURE

10.11.1 The G.M® can terminate the Contract in case of unforeseeable, exceptional and unavoidable circumstances, *i.e.* force majeure circumstances, happening at the destination place or immediate proximity to it, having substantial consequences on the Package execution or on the passenger's transport to the destination. If the force majeure circumstances are indeed proven, Club Med® will proceed to refund the sums paid by the G.M® excluding any other sums or any other compensation.

10.11.2 Club Med® can terminate the Contract in case of force majeure. In such case, Club Med® will proceed to refund the sums paid by the G.M® excluding any other sums or any other compensation.

11. LIABILITY

11.1 CLUB MED® LIABILITY

- 11.1.1 Nothing in the Contract or in these Terms and Conditions, shall limit Our liability to You for death, injury or illness, or damage caused intentionally or negligently.
- 11.1.2 Subject to Clause 11.1.1 the maximum amount We will pay You for claims that are not covered by Your insurance, shall be limited to a maximum of three (3) times the cost of Your Package and the maximum amount We will pay to You for loss or damage to luggage in connection to the Package is £50 per person.
- 11.1.3 Our liability will also be limited in accordance with and/or in an identical manner to:
 - (a) the contractual terms of the companies that provide the transportation included in the Package. These terms are incorporated into this contract; and
 - (b) in any circumstances in which a carrier is liable to You by virtue of EU Regulation 261/2004, any liability We may have to You arising out of Your Package as a result, is limited to the remedies provided under the EU Regulation 261/2004 as if (for this purpose only) We were a carrier;
 - (c) any relevant international convention, for example:
 - (i) the Montreal Convention in respect of travel by air,
 - (ii) the Athens Convention in respect of travel by sea,
 - (iii) the Berne Convention in respect of travel by rail, and
 - (iv) the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that You can claim for death, injury,

delay to passengers and loss, damage and delay to luggage.

We are to be regarded as having all benefit of any limitation of compensation contained in these or any other applicable international conventions which govern the travel arrangements which are included in the Package.

11.1.4 You can ask for copies of the transport companies' contractual terms, or the international conventions, from Our offices: Support.uk@clubmed.com
Tel:1800800922

11.1.5 Under EU Regulation 261/2004:

- (a) You have rights in some circumstances to refunds and/or compensation from Your airline in cases of denied boarding, cancellation or delay to flights.
- (b) The requests for refunds and/or compensation under clause 11.1.5(a) must be dealt with directly with the appropriate airline. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle You to a refund of Your Package cost from Us.
- (c) Your right to a refund and/or compensation from Us is set out in clause 10.8 and further detailed in Schedule 1. If any payments to You are due from Us, any payment made to You by the airline will be deducted from this amount. If Your airline does not comply with these rules You should complain to the Commission for Aviation Regulation
Tel. : +353-(0) 1-6611700
E-mail: apr@aviationreg.ie
Website www.flihhtrights.ie, <https://www.aviationreg.ie/>
Online complaint form
<https://www.flihhtrights.ie/home/complaintprocedure.452.html>

11.1.6 Under no circumstances can Club Med® be held responsible for:

- (a) circumstances of force majeure, or
- (b) any loss or damage caused by third parties unconnected with the provision of services (*i.e.* if You book an excursion with a provider that is not part of the Package) provided for pursuant to the Contract; or
- (c) improper performance of the Contract attributable to the G.M®.

11.1.7 Specific provisions applicable to Your Return Journey

- (a) If Club Med® is unable to provide the return journey of the G.M® as foreseen in the Contract, due to exceptional and unavoidable reasons, the costs of the necessary accommodation (which will be in the Resort as a priority) will be covered by Club Med® for up to three (3) overnight stays.
- (b) This limitation does not apply to people with reduced mobility, their companions, pregnant women, unaccompanied minors or persons requiring special medical assistance, provided that Club Med® has been notified of their special needs at least forty-eight (48) hours before the start of the Package.
- (c) In the absence of exceptional and unavoidable circumstances, these costs will be subject to the conditions referred to in EU Regulation No. 261/2004 establishing common rules on compensation and assistance to passengers in case of denied boarding, cancellation or long flight delays payable by the airline.

11.1.8 Specific provisions applicable to Air carriers

- (a) In the event of death, injury or other bodily harm in an accident which takes place on board an aircraft, or during boarding, the air carrier's liability to You is unlimited and the air carrier is automatically liable to You for 113,100 SDRs (Special Drawing Rights), provided that any such damage was not Your fault.
- (b) For more information on air carrier liability please click [here](#).

11.1.9 Specific provisions applicable to Winter Sports

- (a) In relation to "Winter Sports Destination" Resorts, Club Med® cannot be held responsible in case of the closure of the ski area due to exceptional and unavoidable circumstances. The G.M® cannot therefore claim a price reduction or compensation of any kind.
- (b) The services (sports activities, excursions, etc.), the transportation, as well as any other activity delivered by an external provider taken at the sole initiative of the GM®, or purchased on site in addition to the Excursion Desk, are in any case the sole responsibility of the external service providers in charge of their organisation. Therefore, Club Med® cannot be held liable in connection to these services.

11.2 COVID-19: LIMITATION OF LIABILITY SPECIFIC PROVISIONS

- 11.2.1 Both You and Us each acknowledge the ongoing COVID-19 global crisis and accept Our obligations to comply with any official guidance from governments or local authorities, both in Ireland and whilst on holiday in the context of Your Package.
- 11.2.2 We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by You (including, where applicable, the cost of medical treatment), in the following circumstances:
 - (a) If You, or anyone in Your booking party, test positive for Covid-19 and has to quarantine for a period of time, or are notified or otherwise become aware that You have, or suspect You may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.
 - (b) Where this event occurs within fourteen (14) days of Your departure date, You must contact Us as soon as possible to discuss Your options, as You may not be able to travel as planned.
 - (c) In the event that You test positive for COVID-19 during Your Package, You must notify Us without delay and We will provide such reasonable assistance as We can in the circumstances. We will not, however, be responsible for covering the cost of any curtailment of Your Package, missed transport arrangements, additional accommodation required, or other associated costs incurred by You. You must ensure You have adequate travel insurance which covers these costs for You.
 - (d) If You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such You are denied entry to board the flight, entry to the destination, access to the services or You are otherwise unable to proceed with the Package, or any portion thereof.

12. VALUABLES

- 12.1 During Your stay, do not leave any valuables, identity documents or jewelry unattended in Your accommodation.
- 12.2 Club Med® cannot be held responsible for stolen valuables or jewelry not deposited in the safe of the room or in the Resort's main safe.
- 12.2.1 It is specified that for the purpose of clause 12.2, a "safe" is different from a locker that may be provided in the Resort such as a ski locker or a swimming locker. As such Club Med® cannot be held responsible for stolen valuables or jewelry placed in a locker.
- 12.3 In case of theft of these items, unless the fault of Club Med® is proven, the Club Med®-insurance can only be implemented in case of break-in.
- 12.4 It is the responsibility of the G.M® to lodge a complaint with the local authorities. Should You be a victim of such act, please refer to the closest police station, and send Us the police report when returning home.
- 12.5 Prior to leaving the Resort:
- 12.5.1 You should ensure that You witness Your luggage and belongings being loaded onto Your transfer vehicle and ensure that all luggage is clearly labelled with Your full name, flight number and Your destination address.
- 12.5.2 Club Med® cannot be held responsible in the event that You lose or leave behind personal items or other property on Your holiday. We will always endeavour to find any lost property and return it to You if possible. We will only do so, on the understanding that Club Med® is not liable for any subsequent loss of or damage to that property.
- 12.5.3 You will be liable for the cost of postage incurred by Us for the return of the items under clause 12.5.2.

13. PHOTOS

- 13.1 During his/her stay, any adult or minor G.M® may be photographed (said photos representing him/her can then be purchased as souvenirs) or filmed for Resort entertainment purposes.
- 13.2 Any reproduction or broadcast of GM image in the Resort is punctual and subject to their prior consent. Any film or photo taken shall not be broadcasted and/or reproduced after the departure of the GM and shall be erased by the Resort within a reasonable time of the departure of the GM from the Resort.
- 13.3 Any photos which also constitute personal data will be processed in accordance with Our privacy policy.

14. DATA PROTECTION

- 14.1 Our privacy policy sets out how We process personal data which You can read in full at www.clubmed.co.uk/l/privacy-policy.
- 14.2 For more information on how EUROP ASSISTANCE FRANCE processes Your data, in its capacity as insurance provider, click [here](#).

15. INSURANCE

- 15.1 Assistance included in Your Club Med® Package is provided by EUROP ASSISTANCE and not by Club Med®. You should familiarise Yourself with Europ Assistance policy available [here](#).

- 15.2 Any registration with Club Med® or through a travel agent gives the G.M® benefits from EUROP ASSISTANCE, which cover assistance to persons during their stay or travel (including during Club Med® transport), as well as during the personal journeys of G.M® to go there or come back.
- 15.3 The following insurance cover from Generali Assurances applies to G.Ms® as part of their Club Med® Package. However, G.Ms® are strongly advised to take out additional insurance.
- 15.4 For any insurance claims related to insurance cover, as well as for any information, G.Ms® may contact the insurance broker: MARSH - Tour Ariane - La Défense 9 - 92088 Paris La Défense Cedex, France - Tel.: +33 (0) 820 90 00 79 - Fax: +33 1 41 34 59 04 or his/her personal insurer or insurance broker.

15.5 Covered as part of Your Club Med® Package

15.5.1 If You have an accident during Your stay at Club Med®, You will be refunded:

- (a) With respect to Your medical, surgical and pharmaceutical costs, up to a maximum amount of £500.

The above amount will only be reimbursed upon You providing written documentation evidence. This guarantee can only be used as a complement to the National Health Service or a private insurance company.

- (b) With respect to Accidental Death: 3,000.00 EUR (No age limitation)

- (c) With respect to Permanent disability following an accident. Capital for total and permanent disability: 4,500.00 EUR (which can be reduced according to the degree of disability as decided by a medical expert). (No age limitation)

15.5.2 The cost of stay (hotel, restaurant, extension of stay at Club Med®, taxi) cannot under any circumstances, be covered under the insurance guarantees with Generali. Any query regarding the cover with Generali should be directed to Marsh, the insurance brokers, at the following address: Tour Ariane, La Défense 9, 92088 Paris La Défense Cedex, France.

15.6 Exclusion case and exceptional and unavoidable circumstances

15.6.1 Carriers of persons (including airlines) may impose restrictions for people with certain pathologies or for pregnant women up to the start of the transport, which are subject to change without notice (for airlines: medical examination, medical certificate, etc.).

15.6.2 As a result, the repatriation of these persons can only be carried out subject to the non-refusal by the carrier, and of course, subject to the absence of an adverse medical opinion as provided for and in accordance with the terms set out in the "Transport/repatriation" paragraph regarding the health of the Insured party or the unborn child.

16. WEBSITE

16.1 We do Our best to provide You with photographs and illustrations which should give You an impression of the facilities offered. These photographs and illustrations aim to give You an idea of the standard of the facilities, but are indicative and not contractually binding.

16.2 This website is Our responsibility, as Your tour operator. It is not issued on behalf of, and does not commit, the airlines mentioned herein or any airline whose services are used in the course of Your Package.

17. SAFETY AND SECURITY

- 17.1 For the purpose of this clause 17, “You” means the lead traveller together with all travellers in the lead traveller’s party.
- 17.2 You acknowledge and accept, and will ensure that all travellers in Your party acknowledge and accept that:
- 17.2.1 It is Your duty to familiarise Yourself with the inherent dangers of the proposed travel and any mental and/or physical levels of health required for the proposed travel arrangements.
 - 17.2.2 Club Med® reserves the right not to serve alcohol to any traveller if it considers that it is in the best interests of Club Med®, other guests and or the traveller concerned.
- 17.3 With respect to Your participation in any activities and/or uses of the facilities not included in Your Package and provided by a Service Provider, You acknowledge and accept that:
- 17.3.1 Your participation or use are at Your own risk and You absolve the Service Provider, to the fullest extent permitted by law, from any and all liability in contract or otherwise, for any loss from any cause whatsoever (including negligence) arising from such participation and/or uses;
 - 17.3.2 Extra risks may arise by using facilities and/or participating in activities that intrinsically involve the possibility of risks greater than those encountered in daily life;
 - 17.3.3 Your participation or use of these activities or facilities will be governed by the laws of the place where those services are provided or these facilities located and any legal action concerning those services or facilities or any claim concerning any loss arising in respect of those services or facilities will be dealt with in the courts of that place against the Service Provider and Club Med® shall have no involvement or incur any liability in that regard.
- 17.4 You are legally liable for the unlawful conduct, wilful misconduct and/or gross negligence by You and/or any travellers in your party and/or any party for whose actions You are legally responsible for.

ACCEPTANCE BY YOU OF THESE TERMS AND CONDITIONS SHALL BE DEEMED TO HAVE TAKEN PLACE IN THE EVENT THAT YOU ENGAGE WITH CLUB MED® FOR ANY OF ITS SERVICES. EVERY INSTANCE OF CLUB MED®’S SUPPLY OF GOODS AND/OR SERVICES TO YOU SHALL BE SUBJECT TO THE ABOVE TERMS AND CONDITIONS.

General Terms and Conditions of Sale of Club Med®

Published on 30.05.2023

General Terms and Conditions of Sale applicable to any booking of a Package (including Club Med 2 Cruises and Tours) as from 30th May 2023 and valid until further update, with the publication date being authentic. In case of update, the new General Terms and Conditions of Sale will be available on the website www.clubmed.ie. These General Terms and Conditions of Sale supersede, as from the same date, the previous General Terms and Conditions of Sale.

Schedule 1 – Payment & Cancellation fees timeline

The table below sets out depending on Your Booking/Departure Date and Booking Type: (i) when Your deposit is due, (ii) when Your balance is due, and (iii) the cancellation fees that may apply depending on how much notice You provide of Your intention to cancel the Package.

In the table below MF = Membership Fees, pp = Per person

Booking Date	Departure Date	Booking type	Deposit due at time of booking	Balance due date	Cancellation fees
Any Booking Date	Any Departure Date	Package without flights	20% of the booking + MF (20€ pp)	90 days prior departure	More than 90 days prior departure: Loss of deposit + MF
					Between 89 days & 15 days prior departure: 50% of the booking + MF
					Between 14 days & 3 days prior departure: 90% of the booking + MF
					Less than 3 days prior departure: 100% of the booking + MF
		Package with Club Med Charter flights	20% of the booking + MF (20€ pp)	90 days prior departure	More than 90 days prior departure: Loss of deposit + MF
					Between 89 days & 15 days prior departure: 50% of the booking + MF
					Less than 14 days prior departure: 90% of the booking + MF
					Less than 3 days prior departure: 100% of the booking + MF
		Package with flights (excluding Club Med charter flights)	20% of the booking + MF (20€ pp) + Full amount of the flight's cost (regardless of the airline)	90 days prior departure	More than 90 days prior departure: Loss of deposit + MF
					Between 89 days & 15 days prior departure: 50% of the booking + MF
					Less than 14 days prior departure: 90% of the booking + MF
					Less than 3 days prior departure: 100% of the booking + MF