

GENERAL TERMS AND CONDITIONS OF SALES

These Booking Conditions, with our Privacy Policy and together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Vacances (Pty) Ltd trading as Club Med with registration number 1985/003143/07 with address at 212-214, 2nd Floor Design Quarter, Corner William Nicol and Leslie Road, Fourways, Johannesburg, South Africa (“we”, “us”, “our”, “Club Med”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include a travel agency acting on your behalf or the travellers directly, and includes the first-named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first-named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our [Privacy Policy](#) and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Interpretation

The following rules apply when reading these terms and conditions, unless the wording clearly requires otherwise:

- 1.1 **Headings.** Clause headings are included for ease of reference only and do not affect the meaning of any clause.
- 1.2 **Gender and persons.** Words referring to one gender include all genders, and references to a natural person (an individual) include a juristic person (such as a company), and the other way around.
- 1.3 **Singular and plural.** Words in the singular include the plural, and the other way around.
- 1.4 **Definitions.** Unless the context requires otherwise, the following words have the meanings set out below:
 - (a) **“Agreement or Booking Conditions”** means these terms and conditions, read together with the booking confirmation and any other documents we provide to you, all of which form your agreement with us;
 - (b) **“Consumer”** means any natural person, or any business with an annual turnover at or below the threshold set in the Government Gazette (currently R2 000 000), who qualifies as a consumer under the Consumer Protection Act 68 of 2008;
 - (c) **“CPA”** means the Consumer Protection Act 68 of 2008, as amended from time to time;
 - (d) **“Holiday Price”** means the total price for the package as set out in the final invoice;
 - (e) **“Service Provider”** means the party responsible for providing any activities, facilities, transport or transfers forming part of your holiday;
 - (f) **“Parties”** means Club Med and you;

(g) “**Resort**” means the Club Med resort booked or recommended for your travel;

1.5 **Defined terms used throughout.** If a word is given a specific meaning in any clause, that meaning applies wherever the word is used in these Booking Conditions, unless the clause clearly limits it to that section only.

1.6 **Time and days.** Unless the context requires otherwise:

(a) “days” means calendar days. A “Business Day” is any day that is not a Saturday, Sunday or official public holiday in South Africa. “Business Hours” are 09h00 to 18h00 on any Business Day. All times are South African Standard Time;

(b) When any number of days is prescribed in these Booking Conditions, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;

(c) if a payment or obligation falls due on a day that is not a Business Day, the due date is the next Business Day;

(d) Any reference in these Booking Conditions to any other agreement or document shall be construed as a reference to these Booking Conditions or such other agreement or document as the same may have been amended, varied, novated or supplemented.

(e) no clause in these Booking Conditions is intended to create a right or benefit for anyone who is not a party to it; and

(f) a reference to a party includes that party’s lawful successors and permitted assigns.

1.7 **No interpretation against the drafter.** These Booking Conditions will not be interpreted against either party simply because that party was responsible for drafting it.

1.8 **Agreements must be in writing.** Where these Booking Conditions require the parties to agree on, or approve, any matter, that agreement or approval is only binding if it is in writing and signed by the authorised representative of each party.

1.9 **“Including” is not limiting.** When the word “including” is followed by a specific example, that example does not limit the general meaning of the words that come before it.

1.10 **Survival of certain clauses.** If these Booking Conditions ends or expires, any clause that says it will continue to **apply** after termination (or that by its nature must continue to apply) will remain in force.

2. **Booking & Paying For Your Arrangements**

A booking is made with us when you pay us a deposit or full payment, and we issue you a confirmation voucher. We reserve the right to return your deposit and decline to issue a confirmation voucher at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a confirmation voucher that will confirm the details of your booking and will be sent to you or your travel agent.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 90 days prior to scheduled departure, but such balance due date will be outlined in your confirmation voucher. If we do not receive this balance in full on the balance due date stated on your confirmation voucher, we will issue a request for immediate payment 24 hours following the due date and if payment is not received within a subsequent 24 hours, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

Payment of your booking can be made by debit or credit card, or bank transfer.

For bookings made within fourteen (14) days of departure, we only accept payment by debit or credit card or immediate bank transfer.

Payment Schedule:

For **all Club Med resorts** apart from Club Med South Africa Beach & Safari:

	Deposit due at confirmation of booking	Balance due date
Bookings <u>without</u> flights	R8 000 per person + Membership fees (R320 per person)	90 days before departure
Bookings <u>with</u> flights	R8 000 per person + Membership fees (R320 per person) + Full cost of transport	90 days before departure

For **Club Med South Africa Beach & Safari:**

	Deposit due at confirmation of booking	Balance due date
Bookings <u>without</u> flights	20% of total land cost + Membership fees (R320 per person)	90 days before departure
Bookings <u>with</u> flights	20% of total land cost + Membership fees (R320 per person) + Full cost of transport	90 days before departure

3. Accuracy

We endeavour to ensure that all the information and prices on our website or provided by our staff and any virtual assistants (AI bots) are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before and at the time you are making your booking.

4. Insurance

Please note, included with your booking with us, you will receive Club Med Embedded Travel Insurance underwritten by Generic Insurance Company Limited. Please refer to the [policy wording](#) of the insurance product available on our website.

Additional travel insurance is necessary to supplement the embedded travel insurance provided as part of your booking. If you choose to travel without adequate additional insurance cover, we will not be liable for any losses arising, in respect of which insurance cover would otherwise have been available.

5. Events Beyond Our Control/Force Majeure

Club Med will not be liable or pay compensation if its contractual obligations to you are affected by Events Beyond Our Control.

"Events Beyond Our Control" means any event beyond Club Med's or its suppliers' control, the consequences of which could not have been avoided even if all reasonable measures had been taken, including: acts of God, embargo, accidents, strike, lock-out, riot, unrest or disturbance, civil strife, warfare

and acts of terrorism (and threats thereof), significant risks to human health such as serious disease outbreak at the travel destination, natural disasters (floods, earthquakes, extreme weather), acts of any government or local authority, industrial disputes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, and any other cause or contingency beyond the control of Club Med.

If Club Med is prevented or restricted from carrying out all or any of its obligations under this Contract by reason of an Event Beyond Its Control, Club Med shall be relieved of its obligations during the period that such event continues but only to the extent so prevented, and shall not be liable for any delay or failure in performance or for any loss or damages suffered by you as a result. Club Med shall provide written notice of any such inability to perform.

6. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation voucher or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

7. Cutting your holiday short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed or be liable for any associated costs you may incur. Depending on the circumstances, your personal travel insurance may offer cover for curtailment, and we suggest that any claim is made directly with them.

8. Complaints and Dispute Resolution

Club Med is committed to resolving complaints fairly and efficiently. If you have a complaint:

- a. During your stay: raise the complaint with Club Med's resort management, who will endeavor to resolve the matter on site; and
- b. After your stay: submit a written complaint to Club Med within 28 (twenty-eight) days of the completion of your stay, to customer.care@clubmed.com. Club Med will acknowledge receipt within 14 (fourteen) days and provide a substantive written response within 28 (twenty-eight) days. Please keep your letter concise and to the point. This will assist us to quickly identifying your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.

Where a dispute cannot be resolved through the process in this clause 7 and the parties agree to refer the matter to arbitration, any such arbitration shall be conducted in accordance with the Rules of the Arbitration Foundation of Southern Africa (AFSA) by a single arbitrator appointed by the Foundation. The seat of arbitration shall be Johannesburg.

9. Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

10. Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions, and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

11. Excursions

Excursions or other tours that you may choose to book or pay for **whilst** you are on holiday are not part of your original package booking and to be booked at the resort's excursion desk and paid for on site, in local currency. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

For any excursion you wish to book before your holiday (and which may be offered at the time of original booking) will be in addition to your package booking. The conditions of such additional bookings will be subject to these booking conditions unless notified otherwise by us.

12. What Is Not Included in Your Club Med Holiday

The following items are not included in the Holiday Price and will be for your own account:

- (a) airfares, including all applicable taxes and fuel levies and transfers where only accommodation has been booked;
- (b) premium (VSOP) beverages, unless your booking confirmation states otherwise;
- (c) excess baggage charges imposed by the airline, extra cost seating, extra meal provision;

- (d) laundry, gifts, excursions, private lessons, scuba diving, baby/petit club, spa treatments, and any equipment, particularly ski equipment, or activities that carry an additional charge at the particular resort you are visiting.

13. Cruises, Villas and Chalets

Cruises. If your Club Med holiday includes a cruise on a Club Med cruise ship, additional terms specific to the cruise will apply. These are set out in a separate “Extract of Passenger Contract” document, which is available from Club Med on request. You should read those terms carefully before your departure, as they form part of your overall booking.

Villas and Chalets. Prices for Villas and Chalets are quoted per person sharing, per night, based on a maximum number of guests (four, six or eight, depending on the unit). Only travellers registered under the same booking may share a Villa or Chalet. Club Med can, on request, provide additional baby cots and children’s beds, subject to availability and the category of Villa or Chalet booked.

14. Photos

As part of their stay, any client (whether adult or minor) may be photographed (with said photos available for purchase as souvenirs) or filmed for entertainment purposes within the Resort.

Any reproduction or broadcasting of their image within the Resort is temporary.

Any such films or photos are no longer shown and/or reproduced in the Resort after the guest's departure and are deleted.

Any clients who do not wish to be photographed or filmed under these conditions during their stay must inform Club Med in advance and in writing.

15. Entry Passport, Visa and Immigration Requirements, Safety & Health Formalities

We can only provide general information regarding entry, passport, visa, health and immigration requirements applicable to your Package itinerary. It is your responsibility to check such requirements (in good time before departure), in order to make your decisions and/or fulfill such requirements and check any information regarding your destination or country(ies) through which you are travelling. While we do our utmost to maintain our website up to date we cannot be held responsible for any missing information regarding entry passport, visa and immigration requirement or safety and health formalities.

Such information which you may need to check includes (but is not limited to) passport requirements including (but not limited to) how valid your passport must be after return date or whether your passport must be machine readable.

16. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable South African Law or International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

Airlines and/or other carriers do not, by endorsing Club Med holidays, represent themselves as having any agreement with you or your traveller/s. The passenger ticket issued by a carrier providing transport shall constitute the sole agreement between the traveller and the carrier for that transportation.

In respect of flight delays, cancellations, and denied boarding, you may have rights against the airline under

applicable regulations. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your Holiday Price from Club Med.

If your flight is booked through us as part of your package, the contract is between you and the relevant airline directly, not with us. We act in the capacity as agents only. We cannot be held responsible or liable in any way should you suffer direct or consequential loss as a result of any cancellation or amendment to flight arrangements, and you indemnify us fully in that regard.

17. Jurisdiction and Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by South African law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the High Court of South Africa.

18. Membership

Upon making a booking with us, you will be enrolled into our membership programme ("Membership") and the annual sum for the Membership is added to the total booking price ("MF"). If you choose to cancel your booking, your MF will not be refunded. Membership fees must be paid for each traveller aged 2+ in the amount of R320 per person. 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 only with Club Med SA branch during that period.

19. General Information

Please note this clause 19 is subject to change and you are responsible for checking your confirmation voucher for the most up-to-date details related to your holiday.

Check-in & Check-out

Check-in commences from 16:00 on the day of arrival and ceases at 10:00 (local time of destination) on the day of departure for all bookings unless different information are specified on your confirmation voucher.

Activity Availability

Certain services advertised on our website (i.e. sport activities) may not be offered on certain dates. The precise dates of these services are available with your Travel Agent, on our website or you can contact us at +27 011 020 0921.

Flights Check-In

For those booking flights with us, it is mandatory you check-in online directly through the airline website and present your passport and boarding pass at the airline check-in desk. Failure to do so may result in additional fees imposed by the airline and/or denial of boarding.

Club Med Representative

Please note that there will be no Club Med representative at the airport on your homeward bound journey, but there will be a representative upon your arrival. For any queries, please contact the resort using the number provided on your confirmation voucher.

20. Pricing

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above (i), (ii) or (iii), then any refund due will be paid to you less an administrative fee of R500 per person. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Please note that if the price of unsold packages is cheaper than the one you have booked (exact same package) you are not entitled to a refund and/or price match unless if due to one of the changes mentioned above.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

21. If You Change Your Booking & Transfers of Bookings

Changes

If you wish to change any part of your booking after our confirmation voucher has been issued, you must inform us by calling us at +27 011 020 0921 or by email to booking.support@clubmed.com as soon as possible. This should be done by the first named person on the booking or their representative. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change.

All changes must be requested not less than 7 days before departure in order to be actioned, after that date we won't accept any further changes. Please note that if the email is received after 17:00, it will be deemed to have been received the following working day.

Where we can meet a request, all changes will be subject to payment of an administration fee of R500 per person, per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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.

Change to alternative dates is allowed once per booking, for departure within the same year and subject to availability. Applicable pricing for new dates will apply and the reinstatement of discounts and/or promotions secured on previous bookings will be subject to availability and eligibility.

Where we are unable to assist you, or the change request is received less than 7 days before departure, and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 22.

Please also note that once you have departed, all changes must be directed to the resort and will be dealt with on a resort level.

Name Changes:

At the time of booking, you must provide Club Med with the full names of all of the travellers as they appear on your passport. Name changes are permitted and will be dealt with in accordance with this clause 21.

Please note the airlines Club Med utilises may only permit minor name changes prior to the flight. Any major changes, especially a transfer of the flight to another person are not permitted for any reason and this is likely to result in a cancellation of the flight. You will be required to rebook the flight in this instance with the new booking being subject to availability on the same date..

Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of R500 per person transferring, as well as any additional fees, charges or other costs arising from the transfer (such as but not limited to airlines fees for the transfer); and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 22 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements (such as flights).

22. If You Cancel Your Holiday Before Departure

If you or any other member of your party decides to cancel your confirmed booking you must notify us in by writing by email to booking.support@clubmed.com. Your notice of cancellation will only take effect when it is received and will be effective from the date on which we receive it. If the email is received after 17:00, it will be deemed to have been received the following working day.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
81 days or more	Deposit (including full cost of flights if applicable) + MF
Between 80 days – 15 days	50% of holiday cost + MF
14 days – 4 days	90% of holiday cost + MF
Less than 3 days	100% of holiday cost (to include MF)

Please note that your membership fees (please see clause 15 for further detail) and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed, and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

The insurance policy provided to you by us as part of your membership includes a section where you can claim for cancellation and curtailment of your trip in certain circumstances. You may be able to claim any non-refundable deposit in terms of that policy. The terms of that policy will be proved to you on confirmation of your membership, and it is up to you to make sure any claim is made in time and according to the terms of that policy.

If the reason for your cancellation is covered under the terms of your personal insurance policy, you may be able to reclaim these charges directly to your insurance provider.

Where you are unable to honour a booking due to the death or hospitalisation of the person for whom, or for whose benefit, the booking was made, Club Med will deal with your request in accordance with section 17(5) of the Consumer Protection Act, and the standard cancellation fees in this clause shall not apply.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us. In the event where we are not able to deduct the cancellation charge(s) from the money you have already paid us, you will be liable for the payment of the cancellation fees within 24h when you receive the cancellation voucher.

Cancellation by You due to Events Beyond Our Control (Clause 5):

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances”, as defined in clause 5, occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your holiday destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please allow a delay of up to 90 days to process the refund payment.

You must be able to show at the time you wish to cancel that there is no reasonable possibility of your trip going ahead, in order to rely on this clause. Where an event continues for more than 90 days prior to the start of your holiday, you will also be entitled to terminate the package travel contract. However, if the event ends at least 7 days prior to the start of your holiday and you choose to terminate the package, cancellation fees will apply. Club Med will let you know when the event is deemed to have ended.

This clause 22 outlines the rights you have if you wish to cancel your booking.

23. If We Change or Cancel Your Holiday

Club Med makes every reasonable effort to deliver the holiday as described at the time of booking. In exceptional circumstances, including adverse weather, safety considerations, government directives, or operational necessity, Club Med may need to make changes to the confirmed itinerary, facilities, or activities.

Minor changes (those that do not materially affect the overall character or value of the holiday, including changes to your outward or return flights of less than 12 hours, changes to aircraft type, or changes to accommodation of the same or higher standard) may be made by Club Med without prior notice. Club Med will notify you of such changes as soon as reasonably practicable.

Where a proposed change is significant, including: a change of resort or accommodation to a lower standard; a change of departure time or overall length of holiday by more than 12 hours; or a significant change to the itinerary missing out one or more destinations entirely, Club Med will notify you in writing as soon as it becomes aware of the need for the change. In that event, you will be entitled to:

- a. accept the changed arrangements;
- b. accept an alternative arrangement of comparable or superior quality offered by Club Med (with a refund of any price difference if of lower value); or
- c. cancel the booking and receive a full refund of all monies paid in respect of the land portion and flights, where booked via Club Med, less any non-recoverable third-party costs already incurred.

It remains your responsibility to check all booking documents and any amendments to itineraries communicated by Club Med prior to departure.

Cancellation: We will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

24. Our Responsibilities For Your Holiday

We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your confirmation voucher and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation voucher and the information we provided to you regarding the services prior to booking.

We will not be responsible or pay you compensation for any personal injury or death unless you are able to

prove that it was caused by our negligence or the negligence of our suppliers.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- a. the acts and/or omissions of the person affected; or
- b. the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c. Events Beyond Our Control (as defined in clause 5).

We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- a. **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your personal insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- b. **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation voucher and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or Suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- a. which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
- b. relate to any business;
- c. indirect or consequential loss of any kind.

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example, any excursion you book whilst away, or any service or facility which any other supplier agrees to provide for you.

We will not accept responsibility or liability for the loss of, theft of, or damage to any valuable items that have

not been stored in a secure location, such as the in-room safe, the reception safe, or any other designated secure storage facility provided.

Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

25. You Indemnify Us

You agree to indemnify and hold Club Med, its employees, agents, and duly authorised representatives, harmless against any loss, damage, liability, and reasonable legal costs (on a party-and-party scale) which Club Med directly suffers as a result of:

- a. your breach of any provision of this Contract;
- b. your violation of any applicable law or the rights of any third party; or
- c. unlawful conduct, willful misconduct, or gross negligence by you or a traveller for whose booking you are responsible.

This indemnity applies only to loss directly and demonstrably caused by the conduct described in this clause 25 and does not extend to any loss caused, contributed to, or aggravated by Club Med's own negligence, breach of contract, or fault.

Club Med will give you prompt written notice of any third-party claim to which this indemnity may apply and will afford you a reasonable opportunity to participate in the defence or settlement of such claim at your own cost.

26. Prompt Assistance For Your Holiday

If, whilst you are on holiday, you find yourself in difficulty for any reason, our resort team will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may, however, pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

27. Advance Passenger Information

A number of Governments are introducing new requirements for air carriers to provide personal information

about all travelers on their aircraft to the Authorities before the aircraft leaves South Africa. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

28. Direct Marketing: Your right to withdraw from the Agreement

If these Booking Conditions are concluded as a result of direct marketing, a Consumer has the right to terminate these Booking Conditions by written notice to be delivered to Club Med, within five (5) days after you have made your booking.