

TERMS & CONDITIONS



In this document "we" and "us" means Vacances (Pty) Ltd trading as Club Med. "You" means the person who has signed the Booking form on the reverse side of this page and "Guests" means the persons included on the booking form.

This document (and not the accompanying brochure or guide) forms a contract between you and us for us to provide our services in arranging, booking and paying for (out of the monies paid by you) the holidays referred to in your booking form. The brochure and guide are for information only and do not bind either you or us. When you sign the booking form you are accepting the terms set out in this document on your own behalf and on behalf of all your guests.

MEMBERSHIP INSURANCE

A person must be a Club member to participate in a Club holiday. Membership lasts for 12 months from the date we receive the membership fees. Membership fees are non-refundable. By paying your membership fees, you are deemed to accept to comply with the internal code of conduct in any of our resorts, which may be posted on site or communicated to you by our staff on site, especially in respect of hygiene and security and to conduct yourself in an orderly manner at all times and not to disrupt the enjoyment of others on holiday with you. If you fail to comply with the above, we reserve the right to take whatever action we feel is necessary including recovering from you the cost of any damage or loss caused by you, your exclusion from the resort as well as entering you on an "incident" list (you will thereby lose if necessary all the benefits attached to your membership). In the case of your exclusion from the resort, our responsibility and contractual obligations towards you will be terminated immediately. We will have no obligation towards you in respect of your return travel arrangements, unused accommodation or any compensation.

The personal details you give to us in relation to your membership may be used by us for commercial communications regarding its products and services to its members exclusively.

We have negotiated Travel Insurance for Club members, the cost of which is included in the membership fees. Details of this insurance and its benefits are set out in the "Club Med Insurance Benefits" booklet, copies of which are available from us.

RESERVATIONS AND PAYMENTS

Your reservation for a Club holiday will only be confirmed when we receive your completed and signed booking form, and will automatically cancel if we do not receive this form together with payment for the holiday and any membership fees as and when due.

Each Club holiday must be prepaid in full. The deposit for each guests holiday, and any membership fees must be paid to us within 5 days of making your booking and the balance of that holiday cost must be paid to us at least 42 days before the guests scheduled departure.

Deposit payments = 45% of total package price. Deposits are non refundable and non transferable.

Where your booking is made less than 30 days before the guests scheduled departure, the full holiday cost and any membership fees must be paid to us at the time you make your booking.

CANCELLATION

If you need to cancel a Club holiday for any guest, you must notify us of that cancellation in writing or by fax. The following cancellation charges apply:

NOTIFICATION RECEIVED BY US CHARGE

- 42 days or more before scheduled departure 40% of package price
- Less than 41 days before scheduled departure 100% of package price

BOOKING AMENDMENT FEES

FOR PEAK DEPARTURES 01 DEC - 15 JAN

- 42 days or more before scheduled departure 40% of package price
- Less than 41 days before scheduled departure 100% of package price

FOR OFF PEAK DEPARTURES 16 JAN - 30 NOV

- 28 days or more before scheduled departure, amendments will be processed at an administration fee of R500-00 (incl. VAT) per person and per amendment made to the booking after initial reservation. Any amendments to a confirmed booking are subject to resort availability and applicable pricing. Re-instatement of discounts and/or promotions secured on previous booking shall be subject to availability.
- 27 to 14 days before scheduled departure 50% of package price
- 13 days before scheduled departure 100% of package price

When an amendment is made after tickets have been issued, airline cancellation fees will apply.

PASSPORTS, VACCINATIONS, VISAS AND RE-ENTRY PERMITS

It is the passenger's responsibility to obtain and to pay for all necessary documentation. Club Med will not be held liable or responsible arising from the customer's failure to secure same.

NB! Passports must be valid for 6 months from the date of return.

CLUB HOLIDAY INCLUSIONS

- Airfare transfers and airport departure taxes (Package Holidays only);
- Transfers for Club stopover holidays in certain Asia/Pacific villages. Check with us or your Travel Agent for availability and booking requirements;

STAY AT CLUB MED VILLAGE

- Accommodation at the Club village. Published prices are based on twin share rooming. Children under 12 may be required to share a room with parents and our children's prices already reflect this possibility.
- 3 full meals per day with table wines, local beer and mineral drinks normally provided during lunch and dinner;
- Bar and snacking (certain villages only) Conditions apply;
- Free use of all the Club village facilities and sports equipment (except snow equipment) and services of trained instructors as provided by the Club village operator;
- Free daily and evening entertainment;
- Service taxes at the Club village. Tipping at a Club village is not permitted;

STAY OUTSIDE A CLUB MED VILLAGE

- In some cases we arrange packages that combine a stay at a Club village with tours operated by other operators, or with an overnight stay at non-Club hotels. During those outside tours or overnight stays (unless otherwise specified in the itinerary), only the twin share hotel room, breakfast and transfers are included in the price.

NOT INCLUDED IN YOUR CLUB MED HOLIDAY

- Airport departure taxes. Airport taxes payable ex South Africa may only be included where applicable;
- Meals and beverages unless specified;
- Excess baggage charges;
- Laundry, gifts, drinks at the bar, excursions, and some activities where there is a charge for materials e.g. arts and crafts, some sports, such as diving and tennis and golf balls for private usage.

FORCE MAJEURE

We will not accept liability or pay you compensation where the performance of our contractual obligations is affected by "force majeure" (included but not limited to war, threat of war, riot, civil or political unrest, industrial dispute, terrorist activity, natural or nuclear disasters, fire, adverse weather conditions, closure of ports or airports, air traffic control delays, technical problems, circumstances amounting to "force majeure").

COMPLAINTS AND ARBITRATION

If during your holiday, you are obliged to report same to our management who will endeavour to rectify same on site. If not resolved during your stay, you must obtain a written report and submit same to us for consideration thereto within 28 days of completion of your holiday.

No refund or credit will be given for unused days resulting from non-use of transfers, meals or other services or from late arrival at our resort and/or premature departure from a Club village except if such withdrawal is at the express request of the Club village operator and is for reasons other than the bad behaviour of, or breach of the Club village rules by a guest.

PRICE CHANGES

Prices for Club holidays are quoted in South African Rands on the basis of exchange rates in effect at the time of pricing. They are subject to revision and surcharge at any time prior to departure, without advance notice, at our discretion. Airfare increases will be applied as a surcharge. All monies received by us are deposited in bank accounts under our own name and we will be entitled to retain any interest earned.

ITINERARY AND SCHEDULED CHANGES

Although no changes are anticipated, we reserve the right to withdraw, alter or modify published tours, itineraries, facilities and activities at any time at our discretion without notice and without liability for any loss. Your Travel Agent will be advised of such changes and you should ask if there are any amendments of which you should be aware of prior to departure.

RESPONSIBILITY

WHAT WE WILL DO

We will book and pay for (out of the monies paid by you) the holiday referred to in your booking form. All other services and inclusions on Club holidays (including as appropriate, Club village and non-Club accommodation, sightseeing, excursions, transfers, transportation and associated activities and facilities) are arranged by us or our representatives acting only in the capacity as agent for the respective providers of those services. These providers are referred to below as the "Service Operators" and include the relevant Club village operator(s). The Service Operators, and not us, have determined all-inclusions and control the provision of all services.

Neither we nor our representatives accept any liability in contract or in tort for any loss resulting from any cause whatsoever, (including negligence) arising in relation to any of the facilities, activities or other services provided by any of the Service Operators, nor for any loss caused by any other circumstances.

BOOKINGS

Unless otherwise stated all bookings and other arrangements made by us and our representatives as agents for the Service Operators are made on this basis:

1. that services need not be provided by a Service Operator if they cannot be provided without breaching any relevant law;
2. that a guest participates in the activities and/or uses the facilities provided by a Service Operator at the guest's own risk and the guest absolves the Service Provider from any and all liability in contract, or in tort for any loss from any cause whatsoever (including negligence) arising from such participation and/or uses;
3. that paragraph 2 also applies to a guest using facilities and/or participating in activities that intrinsically involve the possibility or risks greater than those encountered in daily life, and that by using those facilities and/or participating in those activities a guest also acknowledges and assumes those extra risks;
4. that neither we nor the Service Operators accept liability in contract or in tort for any loss caused by any other circumstances whatsoever (including negligence), and;
5. that the services provided by a Service Operator will be governed by the laws of the place where those services are provided and any legal action concerning those services or any claim concerning any loss arising in respect of those services will be dealt with in the courts of that place.

AIRLINES AND OTHER CARRIERS

Airlines and other carriers do not by endorsing Club holidays represent themselves as having a contract or any other relationship with you or any guest. The passenger ticket in use by a carrier providing transport, when issued, shall constitute the sole contract between the purchaser and the carrier for that transportation.

CRUISES ON CLUB MED 2

Where your Club holiday includes a cruise on a Club Med cruise ship, additional terms applicable to that cruise are set out in a separate "Extract of Passenger Contract" leaflet, copies of which are available from us.

INTERPRETATION AND LAW

In this document, "scheduled departure" means, for a package holiday, the scheduled date of departure of that package tour or for a stopover holiday, the scheduled date of arrival at a Club village, "loss" includes injury, illness, damage, accident, expenses, delay, inconvenience or other claim whether direct, indirect, special, general or consequential and "any other circumstances" include fire, flood, inclement weather, acts of God or Governments, negligence, transport delays, operating causes, failure of equipment or industrial action.

This contract contains (and not the accompanying brochure or guide) the parties enter understanding in relation to its subject matter and there are no conditions, warranties, promises, representations or obligations written or oral express or implied in relation to that subject matter other than those expressly stated or referred to in this document. Nothing in this document will be read to exclude, restrict or modify any of the provisions of the Trade Practices Act or any similar laws of any State or Territory which by law, cannot be excluded or modified.

However, to the extent that those laws permit liability for the breach of any condition or warranty to be limited by us or by any Service Operator then that liability shall be limited to the party in breach either supplying the services again, or (at that party's discretion) paying the cost of having those services supplied again, and the party in breach shall not be liable in any other way for any loss arising from that breach.

All other conditions and warranties which might otherwise be implied and which may be excluded are expressly excluded in respect of the services provided by us and by each of the Service Operators. In accordance with the Data Protection Act 1998, each GM has, upon written request, a right of access, modification, correction and suppression of personal information relating to him/her. To exercise this right, the GM should write to: Club Med, Customer Relations Department/Personal Data, PO Box 67043, Bryanston, Johannesburg 2021, South Africa.