

# terms & conditions

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# general terms & conditions

PLEASE READ THESE BOOKING CONDITIONS CAREFULLY.  
SUBMISSION OF BOOKING INDICATES ACCEPTANCE OF THESE BOOKING TERMS & CONDITIONS.

## Defined terms

A.von Brockdorff Services Ltd as agents for “Club Med”, and acting as the sales representative for the Maltese Islands. “You” means the person who has signed the booking form and “your guests” means the people for whom your booking is made for your Club Med holidays.

## 1. Price

Prices for Club Med holidays are quoted in EURO and are subject to revision and surcharge at any time prior to departure in the event of transportation cost/local tax variations.

## 2. Price Inclusions in your Club Med Holiday

### When you book a Resort Only Package:

Stay at the Resort:

- Accommodation at the Resort. Published prices are on twin share basis. Children under 12 may be required to share a room with parents and published children’s prices reflect this possibility.
- Breakfast, lunch and dinner with wine and beer during lunch and dinner.
- All day drinks and snacks at the bar (except for selected liquors) outside of meal times.
- All Resort activities and facilities included in the package as described in the product information (as scheduled by the Resort and subject to change).

### When you book an Air/ Ferry/ Coach/ Train Package:

Includes the above stay at the Resort and:

- Round trip airplane/ ferry/ coach/ train ticket.
- Return local transfers where the Club Med Resort is located from airport/ ferry terminal/ coach/ train terminal to the Club Med Resort.

### Not Included in your Club Med Holiday Package Price:

- Cost of passport, visas, vaccinations, health certificates and health requirements.
- Airport taxes, insurance fees, fuel/airline surcharges.
- Excess baggage charges.
- Charges for additional “a la carte” activities and products/services not included in the package or at additional charges such as premium drinks at the bar, optional tours and excursions, personal purchases at the boutique, spa services, Baby and Petit Club Med® facilities, baby sitting services, laundry services, and certain additional “a la carte” sports activities and equipment rental (such as diving, skiing, snowboarding, golf and related equipment rental).

### Outside Tours and Stays:

For the Club Med holiday package including outside tours operated by external providers or overnight stays at non-Club Med hotels, only the twin share hotel room, breakfast and transfers are included in the price during those outside tours or overnight stays unless otherwise specified in the itinerary.

### Special Requests:

Requests for disabled/reduced mobility rooms must be made at time of booking. Other room requests are dependent on the Resort and availability on the day of arrival at the Resort. Families booking rooms may be interconnecting or located in different buildings or floors depending on the Resort and availability on the day of arrival at the Resort.

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### **3. Terms of Booking & Payment**

#### **Legal Capacity and Authorization:**

By making a booking:

1. You represent and warrant that you have the legal capacity and authority to make the booking and to accept these booking terms & conditions on behalf of yourself and your guests in your booking country and the country of your Club Med holiday.
2. You acknowledge and agree that it is mandatory for any minor in the country of the Club Med holiday to be under the care and the liability of:
  - the minor's parents or legal representative; or
  - the accompanying person with the required written authorization from the minor's parents or legal representative for the care and the liability of the minor by the accompanying person, during the stay in the Resort, failing which Club Med reserves the right to refuse the minor's booking or refuse entry to or to remove the minor from the Resort without refund or compensation.

#### **Payment:**

Each Club Med holiday must be prepaid in full before departure. Your reservation will only be confirmed when we receive all payment for the Club Med holiday cost when due :

For bookings made more than 60 days before guest's scheduled departure:

**Deposits:** A deposit of 25% per person plus QJ for stay package and full price payment for airplane/ ferry/ coach/ train tickets must be paid to secure and validate your booking at time of booking.

**Final Payment:** The balance of the Club Med holiday cost must be paid at least 60 days before the guest's scheduled departure. Failure to provide final or full payment 60 days prior scheduled departure may result of Club Med cancelling your booking without refund or compensation.

For bookings made 60 days or less before guest's scheduled departure:

**Full Payment:** The Club Med holiday cost must be paid in full at the time of booking to secure and validate your booking inside 60 days of travel.

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#### **Charges:**

Unless otherwise stated, prices stated in any brochure or price list for a Club Med holiday package are inclusive of VAT. Some Resorts may have a local tax payable on departure.

#### **Booking and Travel Documents**

At the time of booking, you must provide us with full names and dates of birth of your guests and yourself as they appear on your respective passports.

You must only list on a booking the guests who will be physically attending the Resort. Any listing on a booking of a guest who will not be physically attending the Resort (to benefit from price variances, occupancy and benefit or for other reasons) may result in your booking being changed with the imposition of additional charges by us or your booking being cancelled without refund or compensation. Infants must also be listed on a booking but they do not count towards occupancy levels on bookings.

You are responsible for checking and confirming the accuracy of all travel information (eg. name as per passport and dates of travel etc.) in your booking prior to submission and in the travel documents issued (eg. voucher and tickets etc.) upon receipt. We will not be held responsible if the travel information is subsequently found to be inaccurate resulting in the forfeiture of your Club Med holiday.

**You and your guests are responsible for ensuring the following before departure:**

- Valid passport with a minimum 6 months validity from the date of return
- Visas where required depending on nationality and the country of visit
- Recommended vaccination, health certificates and health requirements

We will not be held responsible if you or your guests do not have the proper entry documentation resulting in the forfeiture of your Club Med holiday.

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#### **4. Changes & Cancellations by You**

##### **Changes made more than 60 days of scheduled departure:**

Written notification from the person who made the booking or your travel agent on your behalf must be received by our Club Med Sales Office.

Changes (eg. name change, change of destination, change of dates etc.) shall incur an administration charge of EUR72 per guest. Changes are subject to the availability at the Resort and (in the case of Club Med holiday Air/Ferry/Coach/Train Packages) to the availability of Air/Ferry/Coach/Train tickets. Where Air/Ferry/Coach/Train tickets have been issued, ticket amendment or cancellation charges shall apply (see **Airlines and Other Transportation Carriers**).

If the new booking is of lesser value from the original booking, we will not refund the difference in pricing. If the new booking is of greater value, you will be required to pay for the new price and any other pricing variances due.

In all cases, changes will only be confirmed when we receive payment of all resulting charges and increases in the Club Med holiday cost at the time of your change request.

##### **Changes made within 60 days of scheduled departure:**

Changes will be treated as a full cancellation of the original arrangements made by you and cancellation charges will apply.

##### **Cancellation by You**

Written notification from the person who made the booking or travel agent on your behalf must be received at our office by 4pm to allow time for us to communicate the cancellation to our Club Med Sales Office. The date of receipt of the cancellation notice will be the day the cancellation fees will be applied.

You will have to pay the applicable cancellation charges per person for the Club Med stay as

<b>Notifications received by Us</b>	<b>Charge</b>
<b>60 days or more before scheduled departure</b>	25% per person
<b>31 to 59 days before scheduled departure</b>	50% of cost
<b>15 to 30 days before scheduled departure</b>	70% of cost
<b>0 to 14 days before scheduled departure</b>	100% of cost
<b>No show at Resort</b>	100% of cost

Where Air/Ferry/Coach/Train tickets have been issued (in the case of Club Med holiday Air/Ferry/Coach/Train Packages), ticket amendment or cancellation charges shall apply (see **Airlines and Other Transportation Carriers**). We reserve the right to cancel any Air/Ferry/Coach/Train ticket held on behalf of yourself and your guests with a 100% cancellation fee.

##### **Unused Stays, Services and Transportation by You during your Club Med holiday**

No refund or credit will be given to you for unused days at the Club Med Resort or unused transportation resulting in your late arrival or premature departure. No refund or credit will be given to you for unused pre-booked or paid services (eg. tours and excursions, spa services, Baby and Petit Club Med® facilities, transfers, sports and equipment hire etc.). The Resort's curtailment of stay or unused facilities written declaration does not constitute in any circumstances a promise of a refund or credit.

##### **Extensions or Upgrades by You during your Club Med holiday**

Should you decide to extend your Club Med holiday and/or upgrade your room whilst in the Resort, you will be charged the local rate and full payment must be made on-site in local currency. The extension of your Club Med holiday will be subject to the availability in the Resort and (in the case of Club Med holiday Air/Ferry/Coach/Train Packages) the availability of Air/Ferry/Coach/Train ticket (and payment of any related costs and charges) to ensure your return.

#### **5. Modification and Cancellation by Us**

##### **Changes by Us**

It is unlikely that we will have to make any changes to your Club Med holiday after booking but we reserve the right to do so if required or deemed necessary by us.

We reserve the right to modify or withdraw tours, itineraries, specific programs, activities or facilities at any time and without notice and without liability for any loss. We may modify the list of activities (eg. the type of sports activities on offer) and list of facilities (eg. the restaurants and bars open) in the Resorts as well as the dates of opening and closure of the Resorts (depending on the occupancy of the Resort or for other reasons). The availability of certain sports and water sports activities especially is dependent on season or on weather and sea conditions for the comfort and safety of our guests. Where possible, you will be advised of such modification and/or withdrawals which you should be aware of prior to your scheduled departure.

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Should we be unable to provide the type of accommodation you have booked at the Resort, we will, upon your return, refund, if applicable, any difference in price between the accommodation you had booked and the accommodation you were allocated, upon receipt of a written declaration issued by the planning department on-site stating the accommodation arrangements received.

All activities organised by external providers and booked on-site is subject to change by the external providers. The organisation of these activities, together with the consequences of any modification and/or withdrawal of these activities will remain under the sole responsibility of the relevant external providers.

### **Cancellation by Us**

It is unlikely that we will have to cancel your Club Med holiday after booking but we reserve the right to do so if required or deemed necessary by us.

In this event, we will inform you or your travel agent as soon as practicable and you will have the choice of having a refund of monies paid to us for your Club Med holiday or accepting an offer of an alternative date or alternative Club Med destination of comparable standard from us, if available (we will refund any price difference if the alternative Club Med destination is of a lower value and you will pay any price difference if the alternative Club Med destination is of a higher value). Where you have made independent transportation arrangements (not arranged through us), you will be offered a refund of the monies paid to us for your Club Med holiday (for accommodation at the Club Med Resort) to allow you to use your independent transportation arrangement to the same destination to avoid any change or cancellation fees.

### **6. Responsibility**

Unless otherwise stated, all bookings and other arrangements made by us and our representatives as agents for our Club Med Operator and/or the external providers are made on this basis:

1. That all services are subject to the laws of the country in which they are provided and services need not be provided by us or the external providers if they cannot be provided without breaching any relevant law;

2. That we reserve the right to withdraw, alter or otherwise modify tours, itineraries, specific programs, facilities or activities at any time without notice;

3. That you agree to be bound by the rules of Club Med governing stays at Club Med resorts and the local regulations in force in the country where they are located and to comply with Club Med management's lawful and reasonable instructions and directions and that we are entitled to refuse entry to and to immediately remove any guest from the Club Med resort without refund or compensation for any serious breach of the rules, regulations, instructions and directions, non-payment, intoxication, disturbance or nuisance to the Club Med resort or its guests, and/or objectionable, improper or undesirable behavior or activities and that you shall be liable for any loss, damage or personal injury you may cause at the Club Med resort;

4. That a guest participating in the activities and/or using the facilities at the Club Med resort is at the guest's own risk and further acknowledges and assumes the additional risks when participating in sports and other similar activities intrinsically involving risk of physical injury greater than those encountered in daily life and the guest absolves us, and our representatives from any and all liability in contract

or in tort for any injury, illness, damage, loss, accident, expense, delay or other claim from any cause whatsoever arising from such participation and/or use;

5. That the stay at the Club Med resort and the services and inclusions on Club Med holidays will be governed by the laws of the country where the Club Med resort is located and those services and inclusions are provided, and any legal action or any claim concerning any loss arising in respect of the same will be dealt with in the courts of that country.

Our Club Med Sales Office acting only as a wholesaler does not own, manage, control or operate any Club Med resort, any transportation vehicle, any hotel, cruise ship or restaurant, or any external service providers and disclaims for itself and its agents and representatives, all responsibility or liability in contract or in tort for any injury, illness, damage, loss, accident, expense, delay or other claim from any cause whatsoever, (including negligence) occurring during, arising out of, or relating to stays at the Club Med resorts.

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Other than your stay at the Club Med resorts, all other services and inclusions on Club Med holidays (including, as appropriate, non-Club Med accommodations, sightseeing, excursions, transfers, air or other transportation and associated activities and facilities) are arranged by us or our representatives solely in the capacity of agent for the respective external providers and neither we, nor our representatives, accept any responsibility or liability nor shall we be responsible or liable in contract or in tort for any injury, illness, damage, loss, accident, expense, delay or other claim from any cause whatsoever, (including negligence) arising in any relation to any of these services and inclusions and associated facilities and activities or other services provided by any of the external service providers, nor for any cancellation of or changes in itineraries or schedules or additional expense or loss of vacation time incurred by guests, resulting therefrom.

#### **7. Airlines and Other Transportation Carriers**

The passenger ticket in use by a carrier providing transport for a guest on a Club Med holiday will, when issued, constitute the sole contract between the guest and the carrier for that transportation.

Our Air/Ferry/Coach/Train Packages are organised in conjunction with scheduled journeys, itineraries and timetables that are provisional and subject to change without notice. We cannot accept responsibility for transport delays, changes or cancellations resulting from Acts of God, weather, traffic, airport conditions, strikes or other causes, or liability for additional expenses or loss of vacation time incurred by guests, resulting therefrom.

We assume no responsibility or liability in the event you miss your transportation due to weather or traffic conditions, or late arrival of your connecting transportation, or for any other reason beyond our control. If you utilise other transportation for connections to and from your transportation, you should allow sufficient time to take into account delays or possible cancellations.

Upon ticket issuance, any amendment or cancellation of tickets are subject to the cancellation and amendment policy of the transportation carrier. Where it is possible to revalidate/reissue tickets (subject to the approval of the transportation carrier), administrative fee will apply and any difference in the fare and/or taxes are to be borne by you.

Depending on the transportation carrier, it may take between 3 to 6 months before the refunded amount is returned to you. All promotional tickets are non-refundable and non-transferrable and non-re-routable and no amendments are allowed once the tickets are issued.

#### **8. Force Majeure**

We regret that we cannot accept liability or pay you compensation where the performance of our contractual obligations is prevented or affected by "force majeure". A failure to comply or a delay in complying with these terms and conditions by Club Med or our Club Med Sales Office which is caused by force majeure means that we will not pay you compensation if we have to cancel or change your Club Med holiday in any way because of circumstances beyond our control prior or after departure. In these booking conditions "force majeure" will include (but shall not be limited to) Acts of God, war, threat of war, riot, civil or political unrest, strikes, boycott or industrial action or dispute, terrorist activity threatened or actual and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, action in compliance with any act, regulation, ordinance, by-law or permit or with any lawful direction, order or request of any responsible authority or court, closure of ports or airports, air traffic control delays, unavoidable technical and/or financial problems with transportation or the Resort or any other cause whatsoever reasonable beyond the control of Club Med or our Club Med Sales Office.

#### **9. Timing Within Which to Submit Claims**

No claims arising out, or relating to stays at Club Med resorts shall be accepted after 60 days of the return date and all claims must be made in writing. Prior to this date, we will endeavor to amicably resolve any issues pertaining to a guest's stay with a view to the most reasonable terms possible.

#### **10. Interpretation**

Save as otherwise provided, these Booking Terms & Conditions contain the parties entire understanding in relation to its subject matter and there are no conditions, warranties, promises, representations or obligations written or oral expressed or implied in relation to that subject matter other than those expressly stated or referred to therein.

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Nothing in these Booking Terms & Conditions will be read to exclude, restrict or modify and of the provisions of any laws which, by law, cannot be excluded, restricted or modified. However to the extent that the laws permit liability for the breach of any condition or warranty to be limited by us or by any external providers, that liability shall be limited to the party in breach providing the services again, paying the cost of having those services provided again, or providing a refund for the services.

For Club Med holiday packages on Club Med 2 cruise ship, additional terms and conditions are applicable and set out in a separate “Extract of Passenger Contract” leaflet, copies of which are available on request. For online bookings and great members loyalty program, specific terms and conditions are applicable and available on our website.

You and your guests are required to familiarize yourselves and adhere with the “Club Med Holiday Travel Guidelines & Tips” provided as part of the travel documents issued by us at time of booking.

**Please note:** These Booking Terms & Conditions are subject to change without notice.