

# Meetings & Events

## by Club Med

### GENERAL GROUP BOOKING TERMS & CONDITIONS

Club Med Sales, Inc. (hereinafter referred to as "Club Med") and the (Travel Agency Name or Clients Name if direct) (hereinafter referred as "the Client") hereby enter into this Agreement for Purchase of Land-Only or LandAir Travel Program ("Agreement") for the reservation of space for the referenced Club Med resort ("Village") for (Group Name) (hereinafter referred to as the "Group") on the terms and conditions set forth herein.

#### DEFINITIONS:

**"Group"**: A booking reservation for the same dates and destination consisting of 20 adults (age 16 years or older) qualifies as a group, subject to change depending on the village.

**"Large Group"**: A booking reservation for the same dates and destination consisting of hundred (100) adults (age 16 years or older) participants or more.

**"HD"**: Hotel days are defined as one person staying one night.

**"Pre-Booked Services"**: Any additional amenities booked in advance.

**"Miscellaneous"**: Any additional amenities booked in advance or other charges. Such as, but not limited to: membership fees, cocktail parties, private dinners, transfers, cancellation fees, audio visual rental, bar, boutique, coffee breaks, discovery excursions, conference room rental charges, teambuilding, VIP amenities, and others.

**"Club Med Indemnitees"** means Club Med Sales, Inc., Club Med Management Services, Inc., Meeting & Events by CM, Club Med Amerique du Nord, SA, and each of their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees and agents.

#### 1. Terms and Conditions

**1.1** These terms and conditions supplement and modify Club Meds terms and conditions in Club Meds brochure or website. If there is any contradiction between these terms and conditions and those in our brochure or website, these terms shall prevail.

**1.2** The group reservation is confirmed upon receipt of the signed Agreement and the initial deposit.

**1.3** All prices, including land, air quotes, on-site services, additional extras, are subject to change, pending receipt of a signed agreement and initial deposit.

#### 2. All-Inclusive Group Program

**2.1** The All-Inclusive program consists of the accommodations and services described in 2.4 below. Any additional services or additional extras as defined will have an additional charge, together with any other services agreed.

**2.2** The Total Number of Participants is specified in the Agreement.

**2.3** Contract totals are subject to final review and adjustments, based upon actual program performance. Club Med Sales, Inc. reserves the right to review and make adjustments accordingly. Room requests over and above contracted space will be granted as part of the same Group and are subject to space availability, best rate available and revision of payment schedule.

#### 2.4 All-Inclusive Program includes:

-Accommodations according to contracted room categories

-Expert group lessons and top-of-the-line sports equipment

-Award-winning Childrens Clubs for ages 4 and up (programs for ages 3 and under available for an additional cost) Due to space limitations, this service will be arranged on first come, first served basis [where offered]

-Airport Transfers, when air travel is booked by Club Med

-Gourmet dining experiences throughout the day

-Full open bar with premium\* alcoholic and non-alcoholic beverages

-Daily entertainment, including but not limited to; local bands, circus shows, and performances showcasing the talents of our Gracious Organizers "G.O.'s"

-Dedicated group coordinators to attend to your group needs

-All Taxes (excluding resorts located in Italy where local taxes must be paid on site) and gratuities included (no hidden charges and no surprises)

\* Additional charges may apply for select brands at select Villages.

**2.5** Membership Fees are paid based on confirmed number of participants and include Basic Travel Insurance plan through CSA Travel Protection. Membership fees are valid for one year from day of group confirmation with first deposit.

**2.6** The standard check-in time is after 3:00pm, except for Sandpiper Bay, in which check-in is between 4:00pm and 8:00 pm. The standard check-out time is 11:00am, except in Sandpiper Bay and Turquoise, which is 10:00am. Early check-in and late check-out may be available for a fee. These times are subject to change and may vary depending on resort. Meals start with dinner on the day of arrival and up to lunch on the day of departure. Staying on property after lunch on day of departure may incur a supplemental fee to each guest.

Upon resort check-in a credit card or debit card will be required to open an account with a deposit hold until check-out. Upon closing the account at check-out, any funds that were held may take up to 7 business days to appear back on client's account.

As of February 1, 2021, Club Med Sandpiper Bay Resort charges an on-site nightly parking fee. Guests will pay the resort upon check-in a nightly rate of \$15USD per vehicle. The offer to save 20%, by paying in advance of the stay, is available for a nightly rate of \$12USD per vehicle by confirming prior to travel with Club Med M&E coordinator of record.

#### 3. Payment Terms:

##### Large Groups (Minimum 100 adults)

**3.1** 10% of the gross Sub-Total Accommodations plus membership fees are due immediately upon signing of agreement.

**3.2** A second payment of 35% of the gross Sub-Total Accommodations is due 210 days before arrival to the Village.

**3.3** A third payment of 35% of the gross Sub-Total Accommodations is due 120 days before arrival to the Village

**3.4** Full payment of the gross Total Program Price plus any pre-booked services or additional miscellaneous amenity charges are due 45 days before arrival to the Village. Any bookings or additions made within that period will be adjusted accordingly and full payment due at time of booking.

##### Groups (Minimum 20 adults / less than 100 adults)

**3.5** 10 % of the gross Sub-Total Accommodations plus membership fees are due immediately upon signing of agreement.

**3.6** A second payment of 50% of the gross Sub-Total Accommodations is due 90 days before arrival to the Village.

**3.7** For Large Groups: Full payment of the gross Total Program Price plus any pre-booked services or additional miscellaneous amenity charges are due 30 days before arrival to the Village. Any bookings or additions made within that period will be adjusted accordingly and full payment due at time of booking.

##### 3.8 All payments must be made in US Dollars to:

Club Med Sales, Inc.  
Attn: Sales Accounting  
6505 Blue Lagoon Drive, Suite: 225  
Miami, Florida 33126.  
Fax (305)925-9326

**3.9** Any pre-arranged onsite activities, pre-booked services, or additional miscellaneous charges must be paid in full with final payment. Any changes made within 30 days of groups arrival will be adjusted accordingly and full payment due at time of booking.

Any pre-booked services or additional miscellaneous charges not paid in full will be subject to cancellation by resort and/or suppliers.

**3.10** All Group expenses incurred on-site must be settled prior to departure from the Club Med Village. In the event of discrepancy, the Client agrees to pay for 90% of all charges incurred on-site prior to departure, and notify Club Meds Groups & Incentive Department in writing of the nature of said discrepancy within five (5) days of departure from the village. If notice is not received, then full payment will be required by the sixth day.

**3.11** Commissions are paid within 14 to 30 days upon groups return to the Iata/Clia # listed on page one of the "Agreement for Purchase" document and with the clients signature on final invoice.

#### 4. Modifications and Cancellations

##### 4.1 Group Program Cancellation Policy

The client acknowledges that the detriment to Club Med upon cancellation of any spaces under this agreement is not subject to exact measure; therefore, Club Med is entitled to retain the cancellation charges set forth herein as liquidated damages. Club Med shall have no obligation whatsoever to sell such unused land accommodations or transportation and the Client shall remain liable and responsible for the full amount of the Sub-Total Accommodations. Cancellation charges for special events, certain promotions and holiday travel may vary.

Cancellation by the Client will be subject to the following cancellation charges. Cancellation charges are non-commissionable.

##### Large Groups (Minimum 100 adults)

-From Contract signature up to 300 days prior to arrival: No penalties, membership fees fully refundable.

-From 299 Days to 181 Days prior to arrival: 10% charge of Sub-Total Accommodation, membership fees are non-refundable.

-From 181 Days to 91 Days prior to arrival: 25% charge of Sub-Total Accommodation, membership fees are non-refundable.

-From 90 Days to 46 Days prior to arrival: 50% charge of Sub-Total Accommodations, membership fees are non-refundable.

- From 45 Days to 0 Days prior to arrival: 100% non-refundable, membership fees are non-refundable.

##### Groups (Minimum 20 adults / less than 100 adults)

- From Contract signature and up to 91 days prior to arrival: no penalties, membership fees non-refundable

- From 90 Days to 61 Days prior to arrival: 25% charge of Sub-Total Accommodation, membership fees are non-refundable.

- From 60 Days to 46 Days prior to arrival: 50% charge of Sub-Total Accommodation, membership fees are non-refundable.

- From 45 Days to 0 Days prior to arrival: 100% non-refundable, membership fees are non-refundable.

Cancellations of pre-arranged onsite activities, pre-booked services, or additional miscellaneous amenities will adhere to the following penalty schedule:

-30 or more days prior to arrival no penalties

-15 to 29 days prior to arrival 25% of estimated charges

-14 to 2 days prior to arrival 50% of estimated charges

-Less than 2 days prior to arrival 100% of estimated charges

All Cancellations regarding Wedding and Celebration Packages will observe the contracted terms between Group Contact and Club Med official Wedding Planner Partner.

Cancellations of Wedding and Celebration Packages will adhere to the following penalty schedule:

- More than 180 days prior to the event date – 50% of the Wedding/Celebration Package Price

- 180 to 91 days prior to the event date – 75% of the Wedding/Celebration Package Price

- 90 days or less – 100% of the Wedding/Celebration Package Price

All Cancellations regarding Wedding and Celebration Packages will observe the contracted terms between Group Contact and Club Med official Wedding Planner Partner.

Cancellations of Wedding and Celebration Packages will adhere to the following penalty fee percentage schedule:

- More than 180 days prior to the event date – 50% of the Wedding/Celebration Package Price

- 180 to 91 days prior to the event date – 75% of the Wedding/Celebration Package Price

- 90 days or less prior to the event date – 100% of the Wedding/Celebration Package Price

For all group bookings - Cancellations must be made in writing.