

# Club Med US

## Terms & Conditions

15 days or more: No cancellation charge  
 14 days or less: 100%

Blackout dates apply: the Flex Rate isn't applicable to Holiday weeks (including Christmas, New Year's, Presidents Day weeks)

The cancellation charges are assessed on the full package price. Revisions of any kind (including but not limited to a change in the date of departure or resort) will be treated as a cancellation and applicable cancellation charges will be assessed and revised booking will be subject to pricing then in effect. One-time substitutions within the same room may be accepted, except during holiday periods, subject to a \$50 fee and applicable membership fee, and any airline ticketing fee and/or ticketing restrictions. Please inquire for additional details. Unpaid balances on cancellation charges are subject to collection action. No refunds will be made in the event of no-shows or interruption or cancellation by the Member after departure. There is no refund for unused travel vouchers or transfers. Cancellation charges for special events, certain promotions and holiday travel may vary; please contact your travel advisor.

**AIRFARE:** As a result of the Transportation Security Administration (TSA) and Department of Homeland Security (DHS) mandate, all passengers will now be required to have Secure Flight Passenger Data (SFPD) in their air reservations. In compliance with this mandate, the following information will be required as Secure Flight Passenger Data: Full Name (first, middle and last name, as it appears on the non-expired government-issued photo ID that you will use when traveling); Date of Birth; Gender; and Redress Number (if applicable). Please note that you will be unable to travel without providing the above information. Name changes will incur a change fee. Cancellation charges for published airfare and other special air programs may vary and are typically 100% non-refundable. Please inquire at time of booking.

**GROUPS:** Deposit, payment and cancellation charges may vary for groups. Please contact your travel advisor or the Club Med Groups Dept. at 1-800-453-2582 for additional information.

**TRAVEL DOCUMENTS:** Proof of citizenship, passports, visas, tourist cards, health recommendations, inoculations (where required) and compliance with customs regulations are the responsibility of the Member. Club Med Sales, Inc., shall not be responsible if boarding or entry is denied or delayed or if cancellation charges are imposed or additional costs incurred as a result of the failure to provide required travel documents. All information should be confirmed directly with the appropriate government consulate or tourist office in advance of departure.

**UNACCOMPANIED MINORS:** Minors must be accompanied by a parent or legal guardian. Special requirements may apply in the event that a minor is traveling with a guardian or with only one parent, including but not limited to notarized parental permission. There may be special requirements and restrictions for groups of minors traveling such as chaperone ratios, damage deposits and other requirements. Please inquire for more information. Special requirements for children traveling with only one parent: For entry to some countries such as Mexico, minors under 18 years of age must travel with the consent of both parents. If a minor is traveling with only one parent, that parent must hold a notarized letter of consent from the absent legal parent or a copy of the legal document giving that parent sole custody. If one parent is deceased, a copy of the death certificate is necessary. If a minor is traveling without legal parents, a notarized letter of consent must be submitted and signed by the legal parents. Please confirm travel requirements with the consulate.

**ALCOHOLIC BEVERAGES:** Operators reserve the right to refuse the sale and/or service of alcoholic beverages in accordance with Operators' policies and the applicable legal age limitation of the country in which the resort is located. Operators reserve the right to limit or deny the Member's right to bring alcoholic beverages to the resorts for consumption on the resort premises.

**SPORTS PROGRAMS:** Members are not obligated to participate in activities or sports programs. Sports and other similar activities intrinsically involve risk of physical injury greater than that encountered in daily life. When a Member participates in a sports program or similar activity and uses the Operators' facilities during the Vacation, you do so at your own risk. You must exercise all necessary care and caution, having regard to the nature of the activity, the terrain, location, climate, co-participants and other circumstances. The Member must ensure that he or she is physically fit to participate in such activities. Operators reserve the right to exclude Members from participating in certain activities, if in the sole discretion of Operator or its medical personnel, such participation could present a risk to the Member or others.

**LIABILITY:** Club Med Sales, Inc., is the sales agent for the Vacations. We do not own, manage, control or operate any transportation vehicle, hotel, Club Med resort, cruise ship, restaurant or other supplier of services. The land portion of your Vacation is provided by certain subsidiaries and/or affiliates of Club Med America du Nord, S.A. or Club Mediterranee, S.A.; Operators and other independent third parties provide transportation, transfers and accommodations, sightseeing excursions and certain other services (such as the spa, golf, deep-sea fishing, horseback riding, scuba diving, etc.). Such parties are independent contractors and not employees or agents of Club Med Sales, Inc., or the Operators. All arrangements with such independent contractors are made solely for your convenience and are at the Member's risk. Members release Club Med Sales, Inc. and the Operators from and against any claims for loss or damage to baggage or property, or for personal injuries or death, or for any loss from delay arising out of the acts, omissions or negligence of any independent contractors, including but not limited to air carriers, hotels, excursion providers, restaurateurs, transportation providers and medical personnel. Each Member agrees to indemnify Club Med Sales, Inc. and the Operators for all penalties, fines, charges, losses or expenses incurred by virtue of any act, omission or violation of law by the Member. Each Member, or if a minor, his or her parent or guardian, shall be liable to and shall reimburse the Operator for all damage to the resort and its furnishings or equipment caused by any willful or negligent act or omission on the part of the Member. Neither Club Med Sales, Inc.; the Operators of the Vacations and their agents, servants and employees; and your travel advisor assume no responsibility for any claim, action, cause of action, injuries, losses or damages arising from the actions of third-party contractors supplying services for the Vacation, including but not limited to, reservations, transportation, hotel, food, sightseeing services, failure of aircraft or watercraft, or any other means of transportation, missed connections, lost or stolen items, costs or expenses arising out of injury, gambling losses, accident or death, quarantine, disturbance, government restrictions or regulations, damage, loss or delay of baggage or other property, inconvenience, loss of enjoyment, loss of pay, disappointment, mechanical breakdown, government actions, strike, lockouts, war, terrorism, weather, acts of God, force majeure or other factors or causes beyond our control.

**PERSONAL PROPERTY:** Under no circumstances may dangerous articles such as controlled substances, firearms, explosives, cylinders containing compressed air or combustible substances be contained in any baggage or brought into any Club Med resort. The Operators reserve the right to refuse to permit any Member to bring on the Vacation any item that the Operators deem inappropriate. No animals are permitted (with the exception of service animals for Members with special needs). Please note that safekeeping facilities in many resorts may be limited. Members should limit the number of valuable items brought to the resorts. Property lost or stolen must be reported immediately to the Reception Desk or to a designated Club Med employee prior to leaving the Customs area. The liability of Club Med Sales, Inc. and the Operators for property lost, damaged or stolen shall be limited to \$500 or in accordance with the local law of the resort, whichever is less.

**ITINERARY OR PROGRAM CHANGES:** The Operators reserve the right to withdraw or modify resorts, tours, itineraries, programs, sports activities and facilities at any time without notice and without liability. During local or national holidays, certain facilities such as museums, sightseeing tours or shopping may be limited. In the event of force majeure, including but not limited to strikes, lockouts, riots, weather conditions, mechanical difficulties or for any other reason whatsoever, Club Med Sales, Inc. and the Operators may at any time and without prior notice cancel, advance, postpone or deviate from any Vacation package and shall not be obliged

**ADDITIONAL DEFINITIONS:** As used herein, "Hotel" means the resort(s) visited by Guest. "Members" means Guests. "Operators" means the names of the entities operating each of the various resorts which are available upon request to Guest Relations. "Vacation" means Club Med vacations.

**PRICES:** All prices are subject to change until purchase price is paid in full. All prices are subject to change at any time due to the imposition of taxes or other government charges or due to fare increases, fuel or other surcharges, or other events beyond Club Med's control. Club Med may reissue the invoice for any reservation to reflect any such changes, or to correct any error in the computation of the purchase price of your reservation. All prices are in U.S. dollars. Prices are per person, based on double occupancy and standard room category. Upgrades may be available at additional charge. Kids under 4 stay free (Kids Stay Free promotion available selected dates only. Some villages may be excluded.) Adults constitute persons of age 16 years and older in most locations. Prices do not include airfare. Prices may vary depending on date of departure. The prices provided in this brochure are sample prices. For accurate, up-to-date information on pricing and special offers, please contact 1-800-CLUB-MED or your travel advisor. Supplement for holidays/weekends may apply. "Book now" prices are available for a limited time and cannot be combined with any other promotional offer.

Note that your Vacation package includes travel time in both directions: package prices are based upon the number of nights in your stay. Children: Children's age and rate are determined by date of travel, not date of reservation. Children under the age of 6 must be lodged in the same room as their parents. During school holiday periods, a greater number of families with children may be present in the resort, excluding adults-only resorts.

**ARRIVAL AND DEPARTURE TIMES:** Check-in is at 3:00 pm. Your room may not be immediately available upon your arrival. Check-out time is 10:00 am. Members may request a late check-out time with extra cost at the resort, but it is not guaranteed. Members are welcome to check in at 3:00 pm or after. If they wish to arrive early and have full access to the resort starting from 10:00 am, there will be a small fee which will be paid at the resort upon arrival. The extra charge for early check-in applies only for land-only guests, and will be waived for Gold & Platinum members. This policy applies for North American resorts only, except for Columbus Isle in the Bahamas.

**HOW TO BOOK A CLUB MED VACATION:** Reserve your Vacation through your travel advisor, book directly online at clubmed.us or call 1-800-CLUB-MED. For the hearing impaired, please visit our website at clubmed.us for more information.

**FORMS OF PAYMENT:**

**1. CREDIT CARDS:** Club Med accepts only American Express, Discover Card, Visa and MasterCard. For payment by phone, please have ready the credit card number, billing address, the expiration date, the CVV Code and the credit card holder's name, as it appears on the card. Your authorization to use your credit card number for deposit and/or final payment indicates your acceptance of our booking terms and conditions, whether or not you have actually signed the appropriate credit card authorization form. In the event that the Member and cardholder are not one and the same person, the cardholder's signature will have to be forwarded to Club Med Sales, Inc. before the reservation may be accepted.

**2. CHECKS:** All checks must clearly indicate the Member number, confirmation number, full name, address and phone number of travelers, resort and date of departure, as well as birth date of travelers under the age of 18. Make checks payable to Club Med Sales, Inc. Send to:

**EXPRESS MAIL ADDRESS:**

Club Med Sales, Inc. 6505 Blue Lagoon Drive Suite 225 Miami, FL 33126

**CLUB MED SALES, INC.**

Attn: Accounting Department 6505 Blue Lagoon Drive Suite 225 Miami, FL 33126

We will accept checks from customers and travel agencies outside D-14 (e.g. 14 days or more before travel). Certified checks, cashier's checks, money orders or wire transfers are accepted between D-21 and D-14 via express mail (see prior address). The only acceptable form of payment at D-14 is a credit card. We accept Visa, MasterCard, American Express and Discover Card. Club Med reserves the right to charge administrative fees for a returned check, transfer of funds or for a change in the form of payment. Checks are not accepted for bookings that include certain types of airfare. Please inquire at time of booking.

**DEPOSIT/PAYMENT TERMS:** Deposit: A deposit of 25% per person, plus membership fees, must be received within the time specified at the time of booking in order to confirm your booking and avoid automatic cancellation. Exception for non-refundable rate: payment on call in full is required. Certain airfare may be required to be paid in full at time of booking.

**FINAL PAYMENT:** Final payment is due 45 days before departure. For holidays and peak seasons, final payment is due 90 days before departure. If a booking is made within 45 days of departure, full payment will be required at time of booking. Failure to receive a final payment on time will subject the booking to cancellation and the imposition of cancellation charges. If the travel insurance "Total Peace of Mind" is selected, full payment of the insurance is required at time of booking.

**MEMBERSHIP:** Annual membership fee starts when deposit is made.

**CANCELLATION POLICY**

**NON-REFUNDABLE RATE - CANCELLATION POLICY AND CHARGES:** This rate is non-refundable. No cancellations or modifications are allowed. Should you wish to modify or cancel your reservation, you will be charged will be 100% of the stay (includes the non-refundable membership fee, non-refundable optional insurance and non-refundable air tickets will be assessed for all travel).

**SEMI-FLEX RATE - CANCELLATION POLICY AND CHARGES:** If you wish to cancel or revise a booking, the following charges plus the non-refundable membership fee, non-refundable optional insurance and non-refundable air tickets will be assessed for all travel. Does not apply to non-refundable rate.

**Days prior to Departure Cancellation Charge (per person)**

61 days or more: No cancellation charge

60 to 31 days: 25%

30 to 15 days: 50%

14 days or less: 100%

**CANCELLATION CHARGES FOR HOLIDAY WEEKS:** For Holiday weeks from July 1, 2022 and onwards (including but not limited to Christmas 2022, New Year's 2022) as well as for other designated peak times and special promotions, cancellation charges are as follows:

**Days prior to Departure Cancellation Charge (per person)**

91 days or more: No cancellation charge

90 days or less: 100%

**FLEX RATE - CANCELLATION POLICY AND CHARGES:** If you wish to cancel or revise a booking, the following charges plus the non-refundable membership fee, non-refundable optional insurance and non-refundable air tickets will be assessed for all travel. Does not apply to Non-Refundable rate and Semi-Flex Rate.

**Days prior to Departure Cancellation Charge (per person)**



for any loss whatsoever to any Member by reason of such cancellation, advancement, postponement, deviation or substitution.

**REFUSAL OF TRAVEL:** A Member may be asked to leave a resort or deplane at any time without refund if the Member is (i) unfit for travel, (ii) a risk or danger to himself or herself or (iii) a disturbance or danger to others. In such an event, the Member shall not be entitled to any refund, and the Member shall be responsible for all lodging, meals, return transportation or other expenses incurred.

**CLAIMS:** You agree that (i) any claims relating to Vacations are null and void unless made in writing and sent via certified mail, return receipt requested, to the attention of Club Med Sales, Inc., Guest Relations within 60 days of your Vacation to 2151 East Broadway Road, Ste. 217, Tempe, AZ 85282; (ii) legal proceedings are time barred if not brought within one (1) year after the commencement of your Vacation; and (iii) the laws of the countries where the resorts are located may govern the disposition of your claim and in some cases may limit your recovery and damages.

**PHOTOGRAPHY:** Club Med Sales, Inc. and the Operators have the exclusive right to include photographic, video and other visual portrayals of Members in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without any further compensation therefore, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the property of Club Med Sales, Inc. and the Operators.

**ERRORS:** Although every effort is made to ensure accuracy at the time of printing, Club Med Sales, Inc. is not responsible for typographical errors or omissions. The information in this brochure supercedes all prior written material. Club Med Sales, Inc. is not responsible for verbal misquotes.

**PROGRAM DATES:** The programs described in this brochure are valid from November 2019 - October 2020.

## FLIGHT INFORMATION

For those Members selecting Vacation packages that include air arrangements made by Club Med Sales, Inc. (e.g., Land/Air packages) please also note the following information:

**FLIGHT CONFIRMATION:** All flight times are subject to change. Members are required to verify departure time. For scheduled flights, please call the airline directly. For Club Med charters, please call the airline directly or 1-800-CLUB-MED. Flight type will be indicated on your travel documents.

**CHECK-IN:** For domestic flights, Members are required to check in at least 2 hours in advance. International flights require check-in at least 3 hours prior to the scheduled flight time. Allow for sufficient time to check in and pass through security and between connections to take into account delays or cancellations. Check-in times are subject to change. Please make sure that you allow sufficient time to pass through all security checkpoints.

**BAGGAGE:** Many airlines charge additional fees for checked and carry-on baggage. Please contact your airline carrier directly for baggage policies and applicable charges, for which the Member is responsible. You may also refer to [www.clubmed.us](http://www.clubmed.us) for a link to each airline's baggage policy.

**AIR TRANSPORTATION:** Club Med Sales, Inc. reserves the right to select the air carrier, routing and city airport from each gateway city and further reserves the right to substitute charter or commuter flights for scheduled air service. Airfares used may be based upon capacity-controlled as well as contract, promotional, non-refundable or group fares; therefore, airline tickets are highly restricted and are non-endorsable, non-transferable and may be non-refundable. Air rates on scheduled service are subject to limited availability and certain restrictions; all routes are subject to change without notice. The land price subtracted from the package price does not necessarily reflect the true air cost. Single flight service is not guaranteed and the aircraft may make additional stops.

**TRANSFERS:** Transfers between airports and resorts are on a group basis, either by coach, van or taxi (at the selection of the Operators). Members who have arranged their own air transportation must transfer at their own expense.

**GOVERNMENT TAXES AND FEES:** "Government per-person taxes and fees" may include any and all fees, charges and taxes imposed by U.S. and/or foreign governmental or quasi-governmental authorities including but not limited to passenger facility charges (PFCs), departure/arrival taxes, security taxes, and surcharges, airport service charges and government inspection fees. Current taxes and fees range as follows: PFCs (\$3.00 to \$18.00), U.S. departure/arrival taxes and fees of up to \$60, domestic tax of 7.5%, destination arrival/departure taxes and fees (\$15 to \$60) and a \$2.50 September 11th security fee (per enplanement). This information is valid at the time of printing. Please refer to our website, [www.clubmed.us](http://www.clubmed.us), for up-to-date pricing information.

**FLIGHT DELAY:** Most flights arranged by Club Med Sales, Inc. operate as scheduled; however, if the final "leg" of your outbound flight (to the resort) experiences a gate departure ("off blocks") delay of 4 or more hours from the scheduled departure time, you will be compensated by a credit at the resort as follows:

**Hours of delay: Resort credit (U.S. dollars or local equivalent)**

4-6 hours \$25  
6-10 hours \$50  
10 hours or more \$100

"Off blocks" time refers to the plane's departure from the gate, not the airborne time (does not apply to delays from acts of God or weather).

## FOR CHARTER PARTICIPANTS ONLY

For all Members traveling on Club Med charter flights, the following additional information applies: AN OPERATOR-PARTICIPANT CONTRACT MUST BE SIGNED BY ALL CHARTER PARTICIPANTS AT TIME OF PAYMENT. For charter participants who pay by credit card, an Operator-Participant Contract will be forwarded out to you within three days. Please sign and immediately return the Operator-Participant Contract. Failure to return the Operator-Participant Contract in a timely manner may result in cancellation of your booking. After a Club Med Sales, Inc. reservation is made, you or your travel advisor will receive an Operator-Participant Contract, which will include the following information, in addition to the terms and conditions set forth on your travel voucher and this brochure.

**RESPONSIBILITY:** Club Med Sales, Inc. is the principal and is responsible for all services and accommodations offered in connection with the charter flight provided, however, that, in the absence of negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier, hotel, or other suppliers of any services being offered in connection with the charter. Neither Club Med Sales, Inc.; the Operators and their agents, servants and employees; and your travel advisor assume no responsibility for any claim, action, cause of action, injuries, losses or damages arising from the actions of third-party contractors supplying services on the Vacation, including but not limited to reservations, transportation, hotel, food, sightseeing services, failure of aircraft or watercraft or any other means of transportation, missed connection, lost or stolen items, costs or expenses arising out of injury, gambling losses, accident or death, quarantine, disturbance, government restrictions or regulations, damage, loss or delay of baggage or other property, inconvenience, loss of enjoyment, loss of pay, disappointment, mechanical breakdown, government actions, strike, lockouts, war, terrorism, weather, acts of God, force majeure or other factors or causes beyond our control. The total responsibility for the operation, maintenance and scheduling of transportation for the Vacation rests with the third-party contractors providing these services. Club Med Sales, Inc. shall not be liable for any damage, loss, delay or expense incurred during the time passengers are embarked on any aircraft, watercraft or land vehicle operated by any third-party contractors.

**AIR TRANSPORTATION:** Flights are public charters. The charter operator is Club Med Sales, Inc. Club Med Sales, Inc. uses licensed FAA-approved international and domestic charter airlines, as indicated on your air tickets or travel vouchers. The type and capacity of the aircraft used include, but are not limited to, B737 (215 seats), B757, Airbus 319, B727 (172 seats), MD80 (133 seats) and ATRs (58 seats). Charter airlines include, but are not limited to, Alaska Airlines, Allegiant Air, American Airlines, American Eagle, United Airlines, Miami Air International, Bahamas Air, Jet Blue, North American Airlines, Aeromexico and Spirit Airlines. Please check with Club Med Sales, Inc. or your travel advisor for specific details. The charter operator reserves the right to substitute scheduled air service when necessary, at no additional cost and at comparable departure times, based on participation in the charter program. Passengers will be notified of any such decision no less than 19 days prior to departure, and may either accept the scheduled service or request a full refund. Club Med Sales, Inc., and the airline reserve the right to substitute another air carrier or to change the aircraft type or capacity, and do not guarantee single flight or non-stop service. No refund will be given for such substitutions or changes.

**SECURITY AGREEMENT:** Your payments are protected by a Letter of Credit obtained from J.P. Morgan Chase. UNLESS YOU FILE A CLAIM WITH US, OR IF WE ARE NOT AVAILABLE, WITH THE SECURER WITHIN 60 DAYS OF THE COMPLETION OF THE CHARTER (OR IN THE CASE OF CANCELLATION, THE INTENDED DATE OF THE RETURN FLIGHT), THE SECURER WILL BE RELEASED FROM ALL LIABILITY TO YOU UNDER THE SECURITY AGREEMENT.

**CANCELLATION AND REFUNDS:** Except for Major Changes, as described below, no refund will be made for any accommodations or services included in the price that you voluntarily do not use, nor is the price or value of

unused travel services exchangeable for alternative agreements. IF YOU CHANGE OR CANCEL YOUR RESERVATIONS, YOUR RIGHT TO RECEIVE A REFUND IS LIMITED. Please see the cancellations terms set forth in the brochure.

**MAJOR CHANGES:** IF WE MAKE A MAJOR CHANGE PRIOR TO DEPARTURE, YOU HAVE THE RIGHT TO CANCEL AND RECEIVE A FULL REFUND. The following are major changes: (i) A change in the origin or the destination city in the Vacation package, unless that change affects only the order in which cities in the tour packages are visited; (ii) a substitute change results from a flight delay experienced by the air carrier (if delay is longer than 48 hours, it will be considered a major change. No compensation or refunds will be issued for flight delays of less than 48 hours); (3) A price increase of more than 10% occurring before departure. If a major change must be made, in the program, we will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If less than 10 days before the scheduled departure we become aware that a major change must be made we will notify you as soon as possible. WITHIN 7 DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, YOU MAY CANCEL YOUR RESERVATION AND YOU WILL RECEIVE A FULL REFUND WITHIN 14 DAYS AFTER CANCELING. If a major change occurs after departure of the flight that you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment that applies to the services not accepted. IF WE MUST CANCEL THE CHARTER, WE WILL NOTIFY YOU WITHIN 7 DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN 10 DAYS BEFORE THE SCHEDULED DEPARTURE DATE. We have no right to cancel the charter less than 10 days before departure, except for circumstances that make it physically impossible to perform the charter trip. If the charter is cancelled, we will make a full refund to you within 14 days after cancellation.

### TRADEMARKS:

Club Med, the Trident logo, Club Med Passworld®, G.O.®, G.M.® and Pyjamas Club Med® are trademarks owned by Club Mediterranée S.A. and registered in the United States Patent and Trademark Office.

## FOR TRAVEL ADVISORS

Travel advisors are independent and not part of the Club Med organization. Any Vacation that a travel advisor may book must conform with the reservation procedures of Club Med Sales, Inc. in order for Club Med to be bound by such bookings. We will not be responsible for or be bound by any misinformation or misrepresentation of travel advisors (see "VACATION CONTRACT" section). Travel advisors are authorized to provide only information that is contained in this Brochure and in other written documents published by Club Med and issued to Members or travel advisors. Travel advisors who reserve your Vacation are obliged to remit a copy of this Brochure to you. Any question you may have concerning your Vacation should be directed to your travel advisor.

**PAYMENT INFORMATION FOR THE TRAVEL ADVISOR:** MCOs are not accepted as a form of payment. Please remit payments by either check or credit card. Credit card payments should first be called in and are accepted utilizing a UCC (Universal Credit Charge) form. The cardholder's signature must always be on file with the travel advisor. The advisor is solely responsible for the authenticity of the credit card and its signature and when the cardholder and the traveling member are not the same person, for verifying the authorization of the cardholder to pay for the Member and to confirm the identity of the parties. In the event of a refusal by the cardholder or the issuer to honor a payment for non-authorization or for any reason whatsoever, the travel agency will be solely responsible for the costs and will have to pay Club Med any amount due under its invoice. The travel agency is responsible for paying Club Med the amounts indicated on the invoices, and the travel agency assumes the responsibility to obtain, at its own expense, the payment of any service or product sold to its customers. Any irregularity in the payment made by the customer of the agency is the sole responsibility of the agency. Such irregularity may result from a false signature, the unauthorized use of a credit card or any other reason. The travel agency undertakes to indemnify Club Med and to pay all the costs of a reserved product or service that remains unpaid, in addition to any loss, expense, penalty or other charge imposed by any institution as a result of the refusal to honor a payment. For check payments, check guarantees should be called in first and then be sent within 48 hrs to:

### EXPRESS MAIL ADDRESS:

Club Med Sales, Inc. 6505 Blue Lagoon Drive Suite 225 Miami, FL 33126

### CLUB MED SALES, INC.

Attn: Accounting Department 6505 Blue Lagoon Drive Suite 225 Miami, FL 33126

It should also include the file number, full names of people traveling, Vacation Destination, date of departure and date of birth. Club Travel documents will only be issued upon receipt of actual check payment. For bookings made less than 14 days from departure date, only credit card payments are accepted.