

# **BOOKING TERMS AND CONDITIONS**

## **I. GENERAL TERMS AND CONDITIONS**

### **I.1 Application of these booking terms and conditions**

These booking terms and conditions apply to holiday packages and separate services organised by Euro Disney Vacances S.A.S., whether booked directly with Euro Disney Vacances S.A.S. by telephone with the Central Reservation Office or online on the [www.disneylandparis.com](http://www.disneylandparis.com) website (the "Website"), or indirectly through travel agents selling Euro Disney Vacances S.A.S.'s services.

When booking through a travel agent, your booking may include other services than those organised by Euro Disney Vacances S.A.S., which are either organised by your travel agent or sold by your travel agent on behalf of a third party.

These booking terms and conditions do not apply to such services, which your travel agent shall identify at the time of booking and on your contract.

The contract with your travel agent will specify the terms and conditions applicable to those services.

A holiday package is the pre-determined or customised combination of accommodation with at least one of two of the following services: another holiday service, such as a visit to the Disney® Parks (Disneyland® Park or Walt Disney Studios® Park) and/or transport\*, on condition that they are booked at the same time ("Holiday Package").

A separate service is a service booked or ordered independently from any Holiday Packages, such as entrance tickets to the Disney® Parks (Disneyland® Park and/or Walt Disney Studios® Park), shows, dinner shows, special events ("Separate Service").

### **I.2 Organiser's details – Your financial protection when booking a Holiday Package**

#### **Organiser of your Holiday Package or Separate Services:**

Euro Disney Vacances S.A.S. ("Euro Disney"), an overseas company having a share capital of Euro 10,000,000, incorporated in France with limited liability with RCS Meaux under n° 383 850 278

#### **Contacts for consumers:**

By phone: 08448 008 111 (7 days/week – 5p/min from a BT landline – costs may vary for other networks)

By fax: + 33 (0) 1 64 74 57 50

By post: Disneyland® Paris, P.O Box 105, Guest Care Department, 77777 Marne-la-Vallée Cedex 4, France

#### **Your financial protection when you have booked a Holiday Package:**

The law requires that we state our arrangements for repatriation of our customers in the event of insolvency. Euro Disney is registered with the French Travel and Holiday Companies' Registry under n° IM077100030 as having sufficient security to protect your prepayment and to repatriate you in the event of Euro Disney's insolvency. Euro Disney's financial guarantee is supplied by APST - Association Professionnelle de Solidarité du Tourisme, 15 avenue Carnot, 75017 Paris, France, and its civil and professional liability insurance is provided by AXA Corporate Solutions Assurance, 4 rue Jules Lefebvre, 75009 Paris, France.



Where travel arrangements include a flight departing from the UK, Euro Disney Vacances S.A.S. has complied with the financial bonding requirements of the Civil Aviation Authority (and holds CAA ATOL n° 4381). You will be supplied with an ATOL Certificate, which specifies (i) that the package you have booked is financially protected, (ii) where you can get information on what this means for you and (iii) who to contact if things go wrong. We, or your travel agent identified on your ATOL Certificate, will provide you with the services that you have booked, as specified on the ATOL Certificate (or a suitable alternative under the conditions set out in article II.1.7.1). In some cases, where neither we nor your travel agent are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or your travel agent identified on your ATOL Certificate, are unable to provide the services listed on the ATOL Certificate (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Any monies paid to a travel agent with respect to a booking that includes air travel, are held by the relevant agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to your travel agent's obligation to pay it to us for so long as we do not fail. In the unlikely event that we fail, any money held at that time by your travel agent, or subsequently accepted from you by your travel agent, is and continues to be held by your travel agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

### **I.3 General information**

It is hereby expressly specified that the particulars contained in our various communication materials and on the Website are subject to change, which will be communicated to you before a contract is entered into, it being specified that certain shows, attractions, restaurants, shops and ancillary facilities operating on a seasonal basis may be closed, delayed or cancelled without notice.

We have described hotels featured in our brochure as precisely as possible. However, listed facilities and/or services may temporarily be closed for maintenance and/or improvement reasons arising after the publication of our brochure.

Our promotions are designed to best meet local demand linked to specificities in school calendar, booking patterns, length of stay, etc.. They are communicated on their targeted market. Nevertheless, you can find and book promotions designed for any market, regardless of your country of residence, on the targeted market section of the Website or by calling our Central Reservation Office.

### **I.4 Formation of contract**

A contract is formed after completion of the booking process as soon as a reservation number has been assigned to you. However, for bookings of Holiday Packages including transport\* by train made by telephone more than 60 days prior to your Departure Date, or including transport\* by ferry, for which the availability of transport\* may not be verified immediately as indicated in article II.1.1.3, our contract is formed subject to the conditions set forth in article II.1.1.3. In any case, your booking only becomes final after full payment has effectively cleared to us.

On the telephone, your reservation number is communicated to you by the Central Reservation Office's counsellor upon completion of the booking process and is then sent to you by post or e-mail.

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On the Website, your reservation number is displayed on the confirmation screen after validation of payment and is then sent to you by e-mail.

When booking through a travel agent, your reservation number is communicated to you by your travel agent and is indicated in the contract between you and your travel agent.

The contract is binding on all members of the party identified in the booking who accept without reservation these booking terms and conditions, and commit to comply with all internal regulations in force at Disneyland® Paris and all instructions or notices set forth in our brochure, on the Website or in any other document issued by Euro Disney. It is the responsibility of the person making the booking to ensure that all members of the party, including children, are aware of and accept all of the obligations contained herein.

### **I.5 Prices – Alteration of prices**

Prices of our Holiday Packages and Separate Services have been determined on the basis of the existing economic conditions on the date of establishment of the prices in Euro on June 24<sup>th</sup>, 2016 on an exchange rate of £1.00 = €1.2985 for the period from March 29<sup>th</sup>, 2017 to March 20<sup>th</sup>, 2018.

We reserve the right to amend our prices at any time before you book your Holiday Package or Separate Services, subject to your being advised of the total cost prior to booking.

Prices are subject to changes, in compliance with the applicable laws, even after you have booked, to account for a modification to or the imposition of any dues, taxes and fees on your booking, for exchange rate fluctuations and/or, as the case may be, for transport cost increases (including by reason of increase of the cost of fuel). We reserve the right to alter the total amount of your booking by applying the relevant fluctuation rate to the concerned element of your booking. Any increase will be notified to you in writing and you will have the right to cancel your booking at no charge. Where you have booked Holiday Packages, we will however absorb all increases of less than 2% of the total cost of your booking and notify you of any increase of 2% or above.

In any case, no such increases will be made within thirty (30) days of your arrival date at Disneyland® Paris ("Arrival Date"), or of your departure date, meaning the date of commencement of transport\* ("Departure Date") if transport\* is included.

### **I.6 Payment terms – refunds**

#### **I.6.1 Payment terms**

Payment terms applicable to each type of services and reservation method are specified in the Specific Conditions relating to the concerned services (Part II).

In case of failure to pay, or of payment not being made on time, we reserve the right to cancel your booking and, as the case may be, tickets issued. In such case, charges calculated on the basis of the relevant cancellation fees for each type of services may be applied.

In case of payment by credit card, Euro Disney and your travel agent are not responsible for any costs you may incur on credit card transactions due to currency exchange rate fluctuations or otherwise. Except where provided otherwise, in particular in clause II.1.3.1.1, credit and debit cards will be authorised and charged to your account the same day or next working day. It is your responsibility to make sure that the payment has gone through. No receipt will be sent.

Any person making a booking on behalf of a third party will be held jointly and severally responsible to us for the total cost of the booking.

#### **I.6.2 Refunds**

Unless otherwise provided by Euro Disney, any refund from Euro Disney will be made through the same means as the first payment for the booking (deposit or full payment as the case may be).

### **I.7 No right to withdraw**

Under the Consumer Protection (Distance Selling) Regulations 2000, consumers have the right to withdraw at no charge from certain "distance contracts" (e.g. contracts entered into over the telephone or the Internet). However, these Regulations do not apply to contracts relating to booking of accommodation, transport, catering or leisure services, whether booked together as a Holiday Package or separately for a specific date or within a specific period. Accordingly, you have no right to withdraw from any booking of any of the products or services to which these Booking Terms and Conditions apply and you may only cancel your booking, where applicable, in compliance with the terms of clause II.1.6 below.

### **I.8 Liability**

#### **I.8.1 Our liability to you:**

I.8.1.1 When you have booked a Holiday Package:

Euro Disney is responsible for the proper performance of the obligations resulting from the contract with you, whether such obligations are performed by itself or by other service providers, without prejudice to its right of recourse against such service providers. You must show that reasonable skill and care has not been used if you wish to make a claim.

Euro Disney shall not be liable to you where the cause of the failure in your Holiday Package or any death or personal injury you suffer is not due to any fault on its part or that of its service providers because it is either attributable to you or any member of your party, to the unforeseeable and insurmountable act or omission of a third party unconnected with the provision of contracted services or to unusual or unforeseeable circumstances beyond Euro Disney's control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which neither Euro Disney, nor its service providers could have foreseen or forestalled.

In all cases except death or personal injury, our liability to you for the total of all claims arising out of any contract between us is limited to twice the cost of the affected person's booking less any insurance premiums and amendment charges paid to the affected person.

In all cases where an international convention applies to the services that you have booked, the liability of Euro Disney will be limited or excluded, as the case may be, in accordance with such convention. In the event of damages resulting from the liability of carriers in the execution of their services included in Holiday Packages, the liability of Euro Disney will not exceed that of carriers in accordance with liability limits set out in any international convention and/or community regulations applicable to them.

Should you suffer death or personal injury as a result of matters unconnected with our conduct, we shall, if reasonably able to, assist in resolving any claim you or your family may have, provided that:

- you or your family notify us within ninety (90) days of the incident,
- you or your family confirm that any costs we incur in assisting you will be refunded, should we so require, and
- you or your family use any alternative assistance you or your family may have first, for example, any services provided by your or your family's insurer.

Where we make any payments to you or any members of your party under this clause, you or they must assign to us or our insurers any rights you or they may have to pursue any third party. You must also provide us and our insurers with all assistance required.

#### **I.8.1.2 When you have booked Separate Services:**

Euro Disney is responsible for the provision of the Separate Services that you have booked where you can prove that such Separate Services have not been provided in compliance with these booking terms and conditions. Should you encounter any inconvenience or problem that is not related to the execution of Euro Disney's obligations hereunder while visiting Disneyland® Paris, please note that Euro Disney will do its best to assist you but that responsibility relating to the operation of Disneyland® Paris lies with Euro Disney Associés S.C.A., which is a separate legal entity and should be contacted directly.

#### **I.8.1.3 In any case:**

Where your booking is made with a travel agent, Euro Disney is not responsible for services included in your booking, as the case may be, that are organised by that travel agent or sold by that travel agent on behalf of a third party as specified in clause I.1. Any claim relating thereto must be directed to your travel agent as specified under clause I.10.

#### **I.8.2 Your liability to us:**

You and all members of your party must comply with these Booking Terms and Conditions, as well as all internal regulations in force at Disneyland® Paris and all instructions or notices set forth in our brochure, on the Website or in any other document issued by Euro Disney. You and all members of your party must behave in a respectful and courteous manner while staying at Disneyland® Paris. We reserve the right at our discretion to terminate your holiday at any time if your behaviour or that of any member of your party is likely to cause damage, danger or distress to any of our employees, subcontractors, agents, Guests or the general public. In these circumstances, we reserve the right not to refund nor pay any compensation for such termination and to recover from you any costs incurred by any third party or us as a result of said behaviour.

### I.9 Special requests

If you have any special requests (e.g. dietary requirements), please specify these at the time of booking. Whilst we will use reasonable endeavours to accommodate your requests, they are not guaranteed or confirmed unless we specifically state that this is the case to you in writing. In some cases, an extra charge may be payable. In such event, we or your travel agent will let you know how much the extra charge will be.

If any member of your party has restricted mobility, disabilities, special needs or care requirements, you should discuss these with us or your travel agent before booking so that we and you can make a full assessment.

### I.10 Customer service - Complaints

Any complaint or dissatisfaction that you may have with any aspects of your holiday should be reported immediately on the spot to the concerned service provider, in order to allow for a remedy to the situation as rapidly as possible. Such report must be made in an appropriate manner allowing the conservation of proof of the fact or event at the origin of your complaint or dissatisfaction.

Without prejudice to any right of recourse, complaints or dissatisfactions relating to circumstances under Euro Disney's responsibility pursuant to clause I.8, that could not be reported immediately or that were not remedied in a satisfactory manner must be reported at the earliest opportunity by any means allowing an acknowledgement of receipt and in any case:

- prior to the beginning of your holiday or stay for complaints or dissatisfactions arising prior to the beginning of your holiday or stay at Disneyland® Paris using the contact details specified in Article II.1.1.4 or to your travel agent using details provided by same,

- within one month from the end of your holiday or stay for complaints or dissatisfactions arising during your holiday or stay at Disneyland® Paris, Guests Communication, by post to the following address: P.O Box 100, 77777 Marne-La-Vallée Cedex 4, France, by fax on the following number: + 33 (0) 1 60 43 58 47 or by email to the following address: [dlp.guest.communication@disney.com](mailto:dlp.guest.communication@disney.com) or to your travel agent using details provided by same.

The detail of your concern, the date of your holiday or stay at Disneyland® Paris and your booking number must be clearly indicated in your correspondence.

Please note that any correspondence we may enter into with you is private and confidential. In the event that no satisfactory solution has been found 45 days following your claim, you have the possibility to refer to the French ombudsman for the holiday and travel sector (Médiation Tourisme et Voyage), whose contact details and procedure of referral can be found on its website: <http://www.mtv.travel>. For resolution of disputes relating to online transactions, you may check the platform made available by the European Commission at the following address: <http://ec.europa.eu/odt/>.

Any complaint or dissatisfaction that you may have in relation to a service booked with a travel agent that is not organised by Euro Disney must be addressed to that travel agent. Euro Disney will transfer to that travel agent any claim relating thereto that it receives.

### I.11 Intellectual property rights

You will not acquire any property right nor any right of use of the names, signs, emblems, logos, trademarks, any other signs, other authors' rights, industrial or intellectual property rights, belonging to Euro Disney SCA, Disney Enterprises Inc. or any one of their subsidiaries or affiliated companies.

You may not include our services as part of any other services, batch or group or services comprising services which are likely in our reasonable opinion to harm the Disney® image. You are not authorised to advertise, use, give or resell our services or offer to do so for profit or otherwise or use them in connection with a competition, promotion, incentive or reward programme, business, charitable or any other similar venture without our express advance written permission.

### I.12 Personal information

Personal information collected is used by Euro Disney for the purposes of handling your request. In accordance with French law of January 6, 1978 ("*loi Informatique et Libertés*"), as modified, you have a right to access your information, have it corrected, and object for legitimate reasons to its processing, by writing to us at the following address, indicating your full name and address: Disneyland Paris, Marketing Department, P.O Box 100, 77777 Marne-la-Vallée Cedex 4, France.

### I.13 Applicable law and dispute resolution

These Booking Terms and Conditions and your contract with us, and any non-contractual obligations arising from or in connection with these Booking Terms and Conditions and/or your contract with us shall be governed by and construed in accordance with English law and you and each member of your party agree to submit to the non-exclusive jurisdiction of the English courts.

### I.14 Severability

Should any part of this agreement be deemed by rule of law to be void, the remainder of the agreement will remain in full force and effect.

## **II. SPECIFIC TERMS AND CONDITIONS**

### **II.1 SPECIFIC TERMS AND CONDITIONS RELATING TO HOLIDAY PACKAGES**

The provisions hereafter that apply to bookings of Holiday Packages also apply to additional services thereto.

#### **II.1.1 – Booking of Holiday Packages**

II.1.1.1 Bookings of Holiday Packages may be made by telephone with Euro Disney's Central Reservation Office or with any travel agent selling Disneyland® Paris. Most of these services may also be booked online on the Website.

II.1.1.2 All bookings of Holiday Packages are subject to availability and, unless otherwise specified, may be made according to the following conditions:

- Holiday Packages without transport may be booked up to 12 PM GMT (midday) on the day prior to the intended Arrival Date;

- Holiday Packages including transport\*, except by train, may be booked up to 2 days prior to the intended Departure Date;

- Holiday Packages including transport\* by train may be booked up to 8 days prior to the intended Departure Date.

II.1.1.3 In the case of booking of a Holiday Package including transport\* by train made by telephone more than 60 days prior to your Departure Date, or including transport\* by ferry, in some cases availability on transport cannot be confirmed immediately. Such availability will be verified 90 days prior to the return date from your holiday in the case of bookings made

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more than 90 days in advance; and within a maximum of 72 hours from your request in the case of bookings made between 90 days prior to your return date and 60 days prior to your Departure Date. Where transport\* is available, your booking is confirmed according to the provisions set forth in clause I.4. Where transport is not available, your booking will not be confirmed and we will revert to you with alternative solutions within another 72 hours from the above-mentioned dates.

II.1.1.4 If you wish to make a booking directly with us for unsupervised minors under 18, we will require a written authorisation from each minor's parents or guardian to be sent prior to the beginning of the holiday at Disneyland® Paris, by post to the following address: Disneyland® Paris, Guest Care Department, P.O. Box 105, 77777 Marne-la-Vallée Cedex 4, France, or by fax on + 33 (0) 1 64 74 57 50. Failure to do so may result in the cancellation of your booking and fees calculated in accordance with clause II.1.6 may be applied.

Please note that only unsupervised minors who are at least 15 years old are authorised to stay in our hotels and that no booking of Holiday Packages including transport\* by plane will be authorised for minors under 12 not accompanied by an adult.

### **II.1.2 Prices**

II.1.2.1 Unless specified otherwise, the price of your Holiday Package includes:

- accommodation as detailed on the booking confirmation letter;
- entrance pass to the Disneyland® Park and/or Walt Disney Studios® Park, which, unless specified otherwise, is valid for the duration of your holiday indicated in your booking from your Arrival Date until the end of your stay at Disneyland® Paris and only during the opening hours of the Parks. If you decide to extend your holiday, the entrance pass will no longer be valid and you will have to buy a new one;
- if applicable, transport\* (except transfers) as detailed on the confirmation letter;
- all obligatory service charges;
- VAT at the rate appropriate at the time of establishment of prices, without prejudice to the application of the provisions of clause I.5.

II.1.2.2 Unless specified otherwise, the price of your Holiday Package does not include:

- breakfast, except for some room types or hotels as indicated in the individual hotel description or in the price panels;
- local taxes;
- the handling fee provided for in clause II.1.2.4;
- cancellation/comprehensive insurance premiums for your holiday;
- supplements for additional room facilities in the hotels;
- a number of resort and sporting facilities (e.g. golf, tennis);
- items of personal expenditure;
- use of additional facilities (e.g. mini-bar, room service, safety-deposit box, external telephone calls, etc.);
- delivery services detailed in clause II.1.10 below;
- services booked with a travel agent that are not organised by Euro Disney as specified in clause I.1;
- any items not mentioned in clause II.1.2.1.

The price of items listed in this clause II.1.2.2 and applicable to your booking will be added to the price of your Holiday Package and included in the total price of your booking that will be communicated to you prior to booking.

II.1.2.3 Prices for children:

Please note that you will be asked to provide the date of birth of any children in your party at the time of booking and that you may be asked for proof of such at the time of booking, at point of departure for Holiday Packages including transport\* or at your arrival at Disneyland® Paris.

- Holiday Packages without transport:

Prices for children (from age 3 to 11 inclusive) exclusively apply where children share a room with one or several adults. Such prices are determined based on the children's age on their Arrival Date. Children under 3 may come without charge unless otherwise specified at the time of booking but their participation to the holiday must be indicated at the time of booking.

- Holiday Packages including transport\*:

Prices applicable to transport\* depend on terms applied by carriers. For details of these conditions, please refer to the specific section applicable to transport\* in our brochure or on the Website, or contact Euro Disney's Central Reservation Office or your travel agent. Non-paying children must be mentioned at the time of booking.

II.1.2.4 • Handling fee applicable to your booking:

A handling fee amounting to £15 at the time of issuance of these Booking Terms and Conditions will be charged per booking made via the Website or by telephone with our Central Reservation Office. We reserve the right to review this amount at any time prior to booking subject to informing you of the applicable amount.

This fee is non-refundable in case of cancellation by you in compliance with clause II.1.6.

For the application of this clause, please note that:

- a booking made online is for 1 room only;
- a booking made by telephone may include up to 3 rooms and 12 persons (including children).

### **II.1.3 Payment Arrangements**

II.1.3.1 Bookings made by telephone with our Central Reservation Office:

II.1.3.1.1 Bookings made more than sixty (60) days prior to Arrival Date, or Departure Date if transport\* is included:

II.1.3.1.1.1 All Holiday Packages except Holiday Packages being expressly presented as not allowing refunds or exchange once booked:

- Deposit:

A deposit of fifteen per cent (15%) of the total cost of your booking (excluding optional insurance, as the case may be, and handling fee, which are payable in full immediately) will be required upon booking. This deposit is payable at the time of booking but will only be debited after your booking is confirmed.

- Balance:

The remaining balance of the total cost of your booking must be paid in full no later than sixty (60) days before your Arrival Date, or your Departure Date if transport\* is included. The same credit card will be used to debit the balance on such date unless you advise us otherwise at least 65 days prior to your Arrival Date, or your Departure Date if transport\* is included.

II.1.3.1.1.2 Holiday Packages being expressly presented as not allowing refunds or exchange once booked:

Bookings of Holiday Packages being expressly presented as not allowing refunds or exchange once booked must be paid in full immediately at the time of booking, whatever the time of booking.

II.1.3.1.2 Bookings made within sixty (60) days before Arrival Date, or Departure Date if transport\* is included, must be paid in full immediately at the time of booking.

II.1.3.1.3 Currency and payment means:

All amounts are payable in Pounds Sterling.

They may be paid by Visa, Eurocard/Mastercard, American Express credit/debit cards unless otherwise stated at the time of booking.

Bookings made more than sixty (60) days prior to your Arrival Date, or Departure Date if transport\* is included, may be paid by personal cheque made payable to Euro Disney Vacances SAS and sent together with the payment slip provided to Euro Disney, PO Box 25, Sheffield, S98 1BL, United Kingdom. Please note that Euro Disney cannot accept post-dated cheques or cash or responsibility for any payment lost in the post.

Bank or postal transfers and money orders are not accepted.

II.1.3.2 Bookings made on the Website:

Whatever the date on which the booking is made, all bookings must be paid online in full at the time of booking in Pounds Sterling by any of the means of payment indicated in the booking process.

II.1.3.3 Bookings made with your travel agent:  
 Payment terms defined by your travel agent apply. Please contact your travel agent.  
 II.1.3.4 Please note that purchases made whilst in Disneyland® Paris shall be in Euro.

## II.1.4 – Altering your booking

II.1.4.1 Bookings made directly with us may only be altered through our Central Reservation Office by telephone on the number indicated in our brochure and on the Website or using the contact details provided in clause II.1.1.4.  
 No alteration can be made online on the Website.  
 Bookings made through a travel agent may only be altered by contacting that travel agent.  
 In some cases, you may be required to confirm your request for alteration in writing to allow for it to be processed.

In all cases, a new confirmation letter will be issued showing all alterations performed. It is your responsibility to check upon receipt that all information contained in the confirmation letter is correct and to report any error immediately to Euro Disney by telephone indicated in our brochure and on the Website or using the contact details provided in clause II.1.1.4, or to your travel agent as the case may be.

II.1.4.2 The following provisions apply for all booking alterations:

II.1.4.2.1 **In the event of a Holiday Package being expressly presented as not allowing refunds or exchange once booked, such a Holiday Package may not be altered after booking, with the exception of services being added to the booking. Any such addition of services is final and cannot be modified.**

II.1.4.2.2 Subject to availability, all other Holiday Packages may be altered pursuant to the conditions set out in the table below, it being specified that Arrival Dates, or Departure Dates and/or return dates if transport\* is included, may only be altered three times.

NOTE: No alteration fee applies to the addition of services to a Holiday Package irrespective of the date the request is made.

Type of Holiday Package	Type of alteration	Alteration fee depending on time of alteration request			
		From date of booking to 61 days prior to Arrival Date <sup>1</sup>	From 60 days to 8 days prior to Arrival Date <sup>1</sup>	From 7 days to 3 days prior to Arrival Date <sup>1</sup>	From 2 days prior to Arrival Date <sup>1</sup>
Package without transport* OR Package including transport* where no changes are made to transport* arrangements	Exchange* of the package booked for an equal or higher value package	No alteration fee			
	Exchange* of the package booked for a lower value package	No alteration fee	£77 per booking	100% of total price of booking	
Package including transport* where changes are made to transport* arrangements	Regular train, self-drive and transport not listed below	15% of transport* price <sup>2</sup>	35% of transport* price <sup>2</sup>	75% of transport* price <sup>2</sup>	100% of transport* price <sup>2</sup>
	Exchange* of the package booked for a lower value package	15% of transport* price <sup>2</sup>	£77 per booking + 35% of transport* price <sup>2</sup>	£77 per booking + 75% of transport* price <sup>2</sup>	100% of total price of booking
	Regular flight	£70 per passenger			
	Exchange* of the package booked for a lower value package	£70 per passenger	£77 per booking + £70 per passenger	100% of total price of booking	
Low cost train or flight	Exchange* of the package booked for an equal or higher value package	100% of Transport* price			
	Exchange* of the package booked for a lower value package	100% of transport* price <sup>2</sup>	£77 per booking + 100% of transport* price <sup>2</sup>	100% of total price of booking	

<sup>1</sup> Or Departure Date if transport\* is included

<sup>2</sup> Total price of transport, airport taxes (air transport), security taxes, as well as passenger fees and other associated taxes

<sup>3</sup> An exchange of Holiday Package is deemed to occur in the event of:

- a modification of the number of persons sharing the same hotel room,
- an extension or reduction of the duration of stay,
- a change of hotel,
- a change of room type,
- a change of dates,
- a change of age category
- a change of transport arrangements;
- a change in passenger details requiring the issuance of new transport\* tickets (e.g.: change of name, surname, title, gender, age).

II.1.4.3 Only the person who made the booking, or the person to whom a booking has been transferred in compliance with clause II.1.5, is authorised to request an alteration to the booking.

II.1.4.4 Any alteration not requested within the deadlines indicated above or any other alteration you request to your booking will be considered as a cancellation and subject to cancellation charges in accordance with clause II.1.6. In particular, we are unable to accept requests for alterations to your booking made on your Arrival Date, or on your Departure Date if transport\* is included.

II.1.4.5 The price of your holiday may increase as a result of any alteration you request and which we accepted. In this case, you will be invoiced the appropriate supplementary amount which must be paid immediately using one of the means of payment available for the reservation method via which the alteration is made (see clause II.1.3 for means of payment available by reservation method).

II.1.4.6 When altering a Holiday Package including transport\* for which hard transport tickets are issued, and such alteration affects the transport\*, the hard transport tickets must be sent back to us as soon as possible at the following address: Euro Disney Vacances SAS, Transport Department P.O Box 128, 77777 Marne-La-Vallée Cedex 4, France.

Where applicable, alteration charges will be deducted from amounts already paid upon receipt of the hard transport tickets. Charges which may remain payable must be paid immediately in full.

II.1.4.7 From time to time, special offers will be launched that do not appear in the brochure, these will only be valid for new bookings and we are unable to apply a special offer to an existing booking. Please ask for specific terms and conditions when offers are released.

## II.1.5 – Transfer of bookings

Prior to the commencement of your holiday, you (or a member of your party) may transfer your booking to another person on condition that such person meets all requirements under the contract. You may not, under any circumstances, transfer your booking to anyone without our prior consent. Your notification must be addressed to us or to your travel agent in writing as soon as possible and in any event no later than seven (7) days prior to your Arrival Date, or Departure Date if transport\* is included, with the following indications:

- your name and address

UK-S17 (S7AEF\_ / S71JEF\_ )

- name and address of the other person your booking is transferred to
- dates and length of holiday
- reservation number and a copy of Euro Disney's confirmation letter

Upon receipt of said notification, a booking confirmation will be sent to the person to whom the booking is transferred.

You will still be jointly and severally liable with that other person to pay us the price of your holiday and any further amounts resulting from the transfer (e.g. cost of cancellation of already issued transport tickets or costs of creation of a new transport booking, postal fees, etc.).

Please note that the insurance contract featured in our brochure and on the Website, as well as transport services provided in personal name, to which you may have subscribed, are not transferable to another person and that the amount thereof cannot be recovered.

## II.1.6 – Cancellation by you

II.1.6.1 Cancellations must be made with Euro Disney's Central Reservation Office by telephone indicated in our brochure and on the Website or using the contact details provided in clause II.1.1.4 by the person who made the booking, or the person to whom a booking has been transferred in compliance with clause II.1.5.

No cancellation can be made on-line on the Website.

Bookings made through a travel agent may only be cancelled by contacting that travel agent.

**In the event of a Holiday Package being expressly presented as not allowing refunds or exchange once booked, no cancellation will be accepted on such a Holiday Package and on services booked in addition to such a Holiday Package.**

In some cases, you may be required to confirm your request for cancellation in writing to allow for it to be processed.

In all cases, a confirmation of cancellation will be sent to you. Please report any error upon receipt to Euro Disney by telephone indicated in our brochure and on the Website or using the contact details provided in clause II.1.1.4, or to your travel agent as the case may be.

The cancellation charges detailed below will apply to any cancellation of a booking:

Type of Holiday Package		Cancellation charges depending on time of cancellation			
		From date of booking to 61 days prior to Arrival Date <sup>(1)</sup>	From 60 days to 8 days prior to Arrival Date <sup>(1)</sup>	From 7 days to 3 days prior to Arrival Date <sup>(1)</sup>	From 2 days prior to Arrival Date <sup>(1)</sup> & no show
Package not allowing refunds or exchange once booked		100% of total price of booking <sup>(4)</sup>			
Package including Transport*	Regular train, self-drive and transport not listed below	15% of total price of booking <sup>(4)</sup>	35% of total price of booking <sup>(4)</sup>	75% of total price of booking <sup>(4)</sup>	100% of total price of booking <sup>(4)</sup>
	Regular flight	15% of price of booking <sup>(1)</sup> except transport* + fixed cancellation fee of £70 per passenger <sup>(3)</sup>	35% of price of booking <sup>(1)</sup> except transport* + fixed cancellation fee of £70 per passenger <sup>(3)</sup>	75% of price of booking <sup>(1)</sup> except transport* + fixed cancellation fee of £70 per passenger <sup>(3)</sup>	100% of total price of booking <sup>(4)</sup>
	Low cost train or flight	15% of price of booking <sup>(1)</sup> except transport* + 100% of transport* price <sup>(2)</sup>	35% of price of booking <sup>(1)</sup> except transport* + 100% of transport* price <sup>(2)</sup>	75% of price of booking <sup>(1)</sup> except transport* + 100% of transport* price <sup>(2)</sup>	100% of total price of booking <sup>(4)</sup>
Any other package		15% of total price of booking <sup>(4)</sup>	35% of total price of booking <sup>(4)</sup>	75% of total price of booking <sup>(4)</sup>	100% of total price of booking <sup>(4)</sup>

<sup>(1)</sup> Or Departure Date if transport\* is included

<sup>(2)</sup> Total price of transport, airport taxes (air transport), security taxes, as well as passenger fees and other associated taxes<sup>(4)</sup>

<sup>(3)</sup> Fee per person including children (0-11 years old)

<sup>(4)</sup> Without prejudice to your right to request a refund of taxes based on actual use of the services (e.g. local taxes, air passenger tax) in the event of cancellation

II.1.6.2 The cancellation charges detailed below will apply to already postponed bookings:

Type of Holiday Package		Cancellation charges depending on time of cancellation of an already postponed booking			
		From date of booking to 61 days prior to initial Arrival Date <sup>(1)</sup>	From 60 days to 8 days prior to initial Arrival Date <sup>(1)</sup>	From 7 days to 3 days prior to initial Arrival Date <sup>(1)</sup>	From 2 days prior to initial Arrival Date <sup>(1)</sup> & no show
Package not allowing refunds or exchange once booked		100% of total price of booking <sup>(4)</sup>			
Package including Transport*	Regular train, self-drive and transport not listed below	15% of total price of booking <sup>(4)</sup>	35% of total price of booking <sup>(4)</sup>	75% of total price of booking <sup>(4)</sup>	100% of total price of booking <sup>(4)</sup>
	Regular flight	15% of price of booking <sup>(1)</sup> except transport* + fixed cancellation fee of £70 per passenger <sup>(3)</sup>	35% of price of booking <sup>(1)</sup> except transport* + fixed cancellation fee of £70 per passenger <sup>(3)</sup>	75% of price of booking <sup>(1)</sup> except transport* + fixed cancellation fee of £70 per passenger <sup>(3)</sup>	100% of total price of booking <sup>(4)</sup>
	Low cost train or flight	15% of price of booking <sup>(1)</sup> except transport* + 100% of transport* price <sup>(2)</sup>	35% of price of booking <sup>(1)</sup> except transport* + 100% of transport* price <sup>(2)</sup>	75% of price of booking <sup>(1)</sup> except transport* + 100% of transport* price <sup>(2)</sup>	100% of total price of booking <sup>(4)</sup>
Any other package		15% of total price of booking <sup>(4)</sup>	35% of total price of booking <sup>(4)</sup>	75% of total price of booking <sup>(4)</sup>	100% of total price of booking <sup>(4)</sup>

<sup>(1)</sup> Or Departure Date if transport\* is included

<sup>(2)</sup> Total price of transport, airport taxes (air transport), security taxes, as well as passenger fees and other associated taxes<sup>(4)</sup>

<sup>(3)</sup> Fee per person including children (0-11 years old)

<sup>(4)</sup> Without prejudice to your right to request a refund of taxes based on actual use of the services (e.g. local taxes, air passenger tax) in the event of cancellation

II.1.6.3 Only the person who made the booking, or the person to whom a booking has been transferred in compliance with clause II.1.5, is authorised to request a cancellation of the booking.

II.1.6.4 In the event of a cancellation by you, you remain liable to pay the insurance premium, where applicable, as well as the handling fee provided for in clause II.1.2.4.

II.1.6.5 We will deduct cancellation charges from any deposit and/or any other payments you have made to us. Where applicable, reimbursements shall be made. Any further amounts due will be invoiced and must be paid by you immediately using one of the means of payment available for the reservation method via which the cancellation is made (see clause II.1.3 for means of payment available by reservation method).

II.1.6.6 When cancelling a Holiday Package including transport\* for which hard transport tickets are issued, unused hard transport tickets must be sent back to us as soon as possible at the following address: Euro Disney Vacances SAS, Transport Department P.O Box 128, 77777 Marne-La-Vallée Cedex 4, France.

Where applicable, amounts to be reimbursed in compliance with clause II.1.6.5 will be paid upon receipt of the hard transport tickets. Any charges which remain payable must be immediately paid in full.

## II.1.7 – Alteration or cancellation by us

II.1.7.1 Alteration by us:

Occasionally it may be necessary for us to make alterations to your booking and/or correct errors in the descriptions of the products that we offer. This can occur both before and after our contract is made or even during your holiday.

If we reasonably consider that any change we make is significant (for example a substantial change of services to be provided, a change of departure time of more than 12 hours, a change of airport to a different city or a change of accommodation to that of a lower category), we will offer you the opportunity to decide whether you wish to:

- withdraw from our contract without penalty receiving a full and prompt refund of all monies you have paid to us,
- accept the changed arrangements as notified by us, or
- accept our offer of a substitute (where possible) under the following conditions:
  - a substitute holiday which, if it is of higher quality than that which you originally booked, will be offered subject to your paying the price differential between the two holidays.
  - we will refund any difference in price where the substitute holiday accepted is of a lower value than that of the holiday you originally booked.

Subject to contrary provisions in these terms and conditions, we may also offer you reasonable compensation, if appropriate, although no compensation or alternative options will be offered for minor changes, for example, where a facility or a small number of facilities are closed for maintenance or we allocate you to a different hotel of the same or higher standard or in the event of cancellation of a specific service due to the minimum required number of participants not being achieved.

#### II.1.7.2 Cancellation by us:

If we are forced to cancel the contract before the beginning of your holiday for reasons that are not attributable to you, you have the right to decide:

- whether you accept a substitute holiday with no additional cost if this substitute holiday is of equivalent or higher quality or with a prompt refund of the difference in price if the substitute holiday is of lower quality or,
- whether you wish to be promptly reimbursed any amount paid in relation to your contract (except insurance premiums).

Where applicable, you are also entitled to compensation for reasonable losses resulting from non-performance of the contract, except where:

- cancellation is on the grounds that the number of participants for the holiday is less than the minimum number required in the contract;
- cancellation is for reasons of force majeure.

### II.1.8 – Interruption of holiday and unused services

No reimbursements will be issued for any part of the holiday or travel arrangement that is interrupted or could not be used due to events beyond our control, without prejudice to your right to request a refund of taxes based on actual use of the services (e.g. local taxes, air passenger tax) where you have not used the corresponding services.

### II.1.9 – Insurance

We require that you take out insurance cover to protect you, for example should you need to cancel your booking and to cover the cost of assistance, including repatriation, in the unfortunate event of accident or illness.

We can arrange insurance cover to protect you with a French insurance company, AGA International – Etablissement Secondaire – Tour Gallieni II - 36, avenue du Général de Gaulle 93175 Bagnolet Cedex, France (privately held company governed by the provisions of the French Insurance Code – RCS Paris 519 490 080). The guarantees under the contract will be provided by MONDIAL ASSISTANCE France S.A.S. having a share capital of € 7.584.076,86 and having its registered office at 54 rue de Londres 75008 Paris, France (insurance brokerage firm – RCS Paris 490 381 753 – Registration ORIAS 07 026 669 – <http://www.orias.fr>).

The insurance contract is subject to the insurance conditions of AGA International/MONDIAL ASSISTANCE. An extract of such conditions is featured in our brochure and the full conditions are available on the Website. The insurance cover must be requested and the insurance premium must be paid immediately at the time of booking your holiday.

Insurance contracts are not transferable. Insurance premiums are not refundable. Children under 3 years old are protected under such insurance provided that such insurance cover has been taken out by the adults accompanying such children.

However, in the event of a distance booking including insurance cover of more than one month duration (from the effective date of the insurance cover until the end of your holiday) OR in the event that you justify being already covered for the same risks, you may cancel your insurance contract within a period of 14 days from the time the contract has been concluded, following which we will reimburse your insurance premium UNLESS during this 14 day period the performance of the contract has been completed at your express request.

Please check that you do not already have such cover prior to taking out any of our proposed insurance policies.

Your right to withdraw can be exercised through a written request using the contact details provided in clause II.1.1.4.

If you do not wish to insure with our recommended insurance provider, AGA International/MONDIAL ASSISTANCE, you will still need to be insured and must satisfy yourself of its appropriateness for your needs. You must provide us with details of the alternative insurance protection you have in place, should we request it.

### II.1.10 – Transport\*

- After we receive full payment of your booking, travel documents will be sent to the address provided at the time of booking or, as the case may be, to your travel agent, who will be liable to hand them over to you.
- Where you have ordered hard transport tickets, we reserve the right to charge a £10 fee per booking for sending the tickets. You are requested to inform us or your travel agent should you not have received the hard transport tickets six (6) days prior to your Departure Date. If the hard transport tickets cannot be sent to the address that you or your travel agent has indicated or if you fail to inform us or your travel agent in due time that the hard transport tickets have not been received, we reserve the right to charge the above fee for issuing and sending duplicate tickets.
- When booking a Holiday Package including transport\* by train, this fee will automatically apply for any hard copy ticket requests, where we can provide e-tickets.
- As part of an alliance between airlines, some flights are subject to code-share agreements. Therefore, a different company from that chosen at the time of booking may operate the flight. For further details, please refer to the description of our Holiday Packages including transport\* in our brochure or on the Website. The airline operating the flight will be mentioned in your flight details and updated as required.
- When booking a Holiday Package including transport\*, you undertake to comply with your chosen carrier's travel terms and conditions that are in force at the time of booking. These travel terms and conditions are available online on the carrier's website.
- Requests for transportation of wheelchairs or mobility aids are subject to carrier's acceptance. At the time of booking, we cannot guarantee such acceptance nor carrier's response times, which are dependent on each carrier. We will however inform you immediately on receipt of your carrier's position and assist in finding alternative arrangements should that be necessary.
- In case of damages or claims of all natures, the liability of carriers featured in our brochure or on the Website, including air carriers, and the liability of their representatives, agents and employees, is limited to the transport of passengers and their baggage exclusively as specified in their travel terms and conditions, in compliance with any international conventions and/or community regulations defining their liability, in particular Regulations n° 2027/97/EC, 889/2002/EC and 261/2004/EC.

- If the outbound ticket is not used for any reason, this will automatically result in the invalidation of the inbound ticket. Round trip tickets must be kept together till the end of your holiday.
- Unused transport tickets, whether outbound or return, are non refundable. The same applies in case of theft or loss of tickets, in which case you are obliged to buy replacement tickets at your own expense.
- In case of force majeure, the carrier reserves the right to carry passengers by any other transport means of its choice with proper care, without this incurring any right of compensation for concerned passengers. Notice: schedules and vehicle types are featured in the brochure for indicative purposes only and they are subject to change before a contract is entered into.
- For reasons beyond our control, a change of airport may occur in Paris (Roissy CDG or Orly). Thus, our company may not be held responsible for any cost resulting from such change.
- Rebates offered by carriers, whether resulting from a commercial offer or from social benefits, are not cumulative with the Holiday Packages featured in the brochure or on the Website.
- Please note that we are unable to guarantee seating together while travelling.
- Official personal photographic identity papers or passport of each passenger, including children, whether paying or not, are required at check-in.
- Euro Disney may not be held responsible for your failure to check-in at the point of departure of your holiday, whether resulting from your own delay or no show, a delay in a pre-trip, whether by air, train or road, that was not organised by Euro Disney, or your failure to present the identification and/or proof of compliance with health requirements for your journey. In such event, 100% (one hundred percent) of the amount of your booking including transport\* will be withheld. Note: The carbon footprint of transport can be found in the transport section of the Website.

### II.1.11 – Passports and visas - Health

#### II.1.11.1 Passports and visas:

For British citizens, a valid passport or ID for the whole length of your stay is required for all holidays with Euro Disney. A passport is obtainable from your nearest Passport Office, and details of required documentation are given on the application form, but please allow at least 12 weeks for a postal application. Non-British citizens should check whether they require any special permits or visas for France. Please seek the advice of your Consulate, the French Consulate or that of any country you intend to transit.

#### II.1.11.2 Health:

At the time of publication of these Booking Terms and Conditions, there are no specific health requirements for holidays to Disneyland® Paris. However, recommendations may change from time to time and we would recommend you check with your own doctor as to which inoculations the Department of Health may recommend.

For any topical question, we suggest that you contact the competent authorities.

II.1.11.3 It is your responsibility to be in possession of a valid passport or ID and visa, if applicable, and to meet any health requirement for your holiday; all damages resulting from non-compliance with these requirements will be for your account only. In particular, should you be unable to use the services booked because you have failed to follow the aforementioned recommendations, we will have the right to retain cancellation charges in accordance with clause II.1.6.

\* Transport purchased through Euro Disney

## II.2 SPECIFIC TERMS AND CONDITIONS RELATING TO SEPARATE SERVICES

Please note that only unsupervised minors who are at least 12 years old will be granted access to the Disney® Parks.

### II.2.1 – Booking or order with Euro Disney directly

#### II.2.1.1 Booking or ordering conditions

All our Separate Services may be booked/ordered by telephone through our Central Reservation Office; most of them (in particular entrance tickets to the Disney® Parks) may also be booked/ordered on the Website.

#### II.2.1.1.1 Booking or order made by telephone through our Central Reservation Office:

Unless otherwise specified, your booking or order must be made at the latest ten (10) days prior to your expected date of visit.

#### II.2.1.1.2 Booking or order made on the Website:

Unless specified otherwise, bookings and orders may be placed until 12.00 P.M. (midday) GMT on the day before your anticipated date of use.

#### II.2.1.2 Price - Payment

Separate Services must be paid for in full in Pounds Sterling at the time of booking/order, by Visa, Eurocard/Mastercard, American Express credit/debit cards for bookings/orders made by telephone through our Central Reservation Office unless otherwise stated at time of booking/order and by any of the means of payment indicated in the booking/ordering process online for bookings/orders made on the Website.

### II.2.2 – Booking or order through a travel agent

#### II.2.2.1 Booking or ordering conditions

Unless specified otherwise by Euro Disney or your travel agent, our Separate Services may be booked/ordered through travel agents selling Disneyland® Paris. Unless specified otherwise, Separate Services booked/ordered by your travel agent may be booked/ordered until 12.00 P.M. (midday) GMT on the day before your anticipated date of use.

#### II.2.2.2 Price - Payment

Separate Services must be paid to your travel agent according to the payment terms defined by your travel agent.

### II.2.3 – Reimbursement – Exchange - Cancellation

Unless otherwise specified, our Separate Services will not be refunded or exchanged.

### II.2.4 Conditions relating to tickets

Unless otherwise specified at the time of booking/order, the number of tickets per booking/order is limited to twelve (12).

#### II.2.4.1 Type of tickets delivered:

- When booking/ordering by telephone through our Central Reservation Office, you will be sent hard tickets. When booking/ordering on the Website, you will be sent either electronic vouchers ("E-Vouchers") or electronic tickets ("E-Tickets"), depending on the nature of the relevant Separate Service. You may also request hard tickets, subject to your booking/order being made at the latest ten (10) days prior to your expected date of visit.
- When booking/ordering through a travel agent, you will be able to book/order either E-Vouchers or E-Tickets depending on the nature of the relevant Separate Service. Your travel agent will provide these to you in that format.

E-Tickets give you direct access to the Disney® Park's turnstiles or to the entrance of the Separate Service that you have booked/ordered.

E-Vouchers must be exchanged against a hard ticket at Disneyland® Paris at the window indicated in your confirmation email or letter or designated by your travel agent.

#### II.2.4.2 Charges applicable to delivery of hard tickets:

Hard tickets will be sent to the address communicated at the time of booking/order and a handling fee of £5 (five Pounds Sterling) per booking/order will be charged. If your hard tickets

cannot be sent to the address communicated to us or if you fail to inform us in good time that your hard tickets have not been received, we reserve the right to charge the above-mentioned fee for issuing and sending duplicate tickets.

#### II.2.4.3 Conditions of acceptance of tickets:

It is your responsibility to ensure that your tickets are free from any deterioration upon presentation on your arrival at Disneyland® Paris. E-tickets and E-Vouchers giving access to the Disney® Parks and to some other Separate Services that you have booked/ordered with Euro Disney directly may be printed on your personal printer. It is your responsibility to ensure that you hold a perfectly printed E-Ticket or E-Voucher to avoid the risk of refusal.

When booking/ordering with a travel agent, your travel agent must provide you with a perfectly printed E-Ticket or E-Voucher to avoid the risk of refusal. Any complaint or dissatisfaction you may have in relation to the use of E-Vouchers or E-Tickets must be reported directly to your travel agent.

Tickets (hard tickets, E-Vouchers and E-Tickets) that have already been used will not be accepted at Disneyland® Paris.

It is strictly prohibited to photocopy or duplicate E-Tickets and E-Vouchers.

You are required to bring the relevant E-Ticket or E-Voucher along with valid photographic identity papers to access the relevant Separate Service.

Any fraud or attempt at fraud in using hard tickets, E-Vouchers or E-Tickets will result in confiscation of such.

#### **II.2.5 – Specific conditions applicable to the sale of hotel rooms only**

By way of derogation from the above, hotel rooms only are subject to booking, payment, price (in particular with respect to handling fee), alteration and cancellation terms and conditions set out in Clauses II.1.1 to II.1.4 and II.1.6.

Booking of hotel rooms only on the Website will be available after the date of publication of these booking terms and conditions. Please visit the Website to find out if that service is available at the time of your booking.