

BOOKING TERMS AND CONDITIONS

These present terms and conditions of booking apply to all sports programs and cruises for children (holiday camps), adults and families, taking place in France (metropolitan and West Indies).

1 / REGISTRATION - PAYMENT

According to the article L.221-28 of the French Consumer protection Code, the fourteen-day withdrawal period does not apply to UCPA Clients, who booked a sport program. For bookings made less than thirty-one (31) days before the date of departure, full price of the program is due to UCPA. More than thirty-one (31) days before the departure date, a deposit of 30% of the price of the program is imperatively required. Full price of the program must be paid no later than thirty-one (31) days before departure. No booking will be considered by UCPA without payment of the corresponding deposit. UCPA has the right to refuse the Client on the program if the full price of the program is not paid before the date of departure and will retain the amounts paid for cancellation penalties. In case of cancellation by the Client, if the deposit paid is not sufficient to pay the cancellation costs, the UCPA will collect the difference due.

All payments by vacation vouchers (ANCV) must be sent by registered letter with acknowledgement of receipt to the following address:

**UCPA Paiement - TSA 31213
92894 Nanterre CEDEX**

2 / PRICE

The price of our programs includes supervised activities, ski lifts, sports equipment, supervision, accommodation, catering, entertainment and an application fee of 10 euros, as well as a third liability insurance. It can also include transportation if booked by the Client. Prices are applicable from the publication of the current online catalog on the ucpa.com website. They have non-contractual value and will be confirmed at the time of your booking. They are subject to changes that can be applied to all bookings. Promotions and discounts are neither cumulative nor retroactive.

Please note:

A significant modification of one of the element below will have effects in our prices:

- cost of transport according to fuel costs;
- fees and taxes for ports and airports (landing, embarkation and disembarkation taxes, security taxes and airport taxes)

The price of the program may then be increased by UCPA. If the tariff increase exceeds 8% of the total price of the booking, the Client may resolve the contract. If the price increase is less than 8% of the total price of the stay, the Client will be required to accept this change. If he wishes to cancel for this sole reason, he will have to pay the cancellation fees provided in article 4 of these terms and conditions. In any case, the price cannot be modified less than twenty days before the start of the program by UCPA.

3 / CHANGES

A) Changes by the Client

- Request for changes except for sports activities :

The Client can request a change to its program (except

transportation) no later than thirty-one (31) days before the departure date. The Client will be asked to pay a charge of 50€ per booking.

Either by registered letter to UCPA :

**UCPA - Pôle Relation Client
Annulation / Modification
21-37 rue de Stalingrad
CS 30517 - 94741 ARCUEIL CEDEX**

Or by email at the following address :

serviceclient@ucpa.asso.fr

If case of modification of the program with transportation, the fees will be applied as well as the cancellation fees for the transportation in accordance with chapter "4 Cancellation". Any request for changes sent less than thirty-one (31) days before the departure date is considered as a cancellation and will result in the application of the cancellation fees provided in chapter "4 Cancellation". If the Client decides to not use one of the services included in the program, there will be no refund.

The transportation ticket purchased is non-refundable in the event of a cancellation or in case of non-use. Any change regarding the transportation is considered as a cancellation and will result in the application of the cancellation fees.

- Request of change for the sport activity :

Until the day before departure and within the limits of availability, the Client can request a change of the sport activity only. The Client will be asked to pay a charge of 50€ per booking. In addition, the Client will be asked to pay any difference of price between the sports programs and/or that may impact the price of the Assur'vacances offer.

Please note: if the new program is cheaper than the one initially chosen, UCPA will not proceed to any refund.

B) Changes by UCPA - Before departure

UCPA may be forced to change some travel arrangements of the program due to circumstances beyond its control, reasons of public interest, or customer security. UCPA will inform the Clients of these changes. UCPA may offer an alternative. If the Client does not accept the alternative arrangements, the Client remains free to request the cancellation of the booking and the refund.

C) Changes by UCPA - After departure

During the stay, the program can be changed, due to security or weather conditions of the moment. In this case, only the UCPA supervisors are authorized to take the necessary decisions. These changes will not entitle to any refund.

4 / CANCELLATION

In any case of cancellation by the Client or by UCPA of a program paid in vacation vouchers (ANCV), no refund will be made; the amount received will be refund in the form of a credit on a future program.

A) By the Client

Any notification of cancellation must be made :

Either by registered letter to UCPA :

**UCPA - Pôle Relation Client
Annulation / Modification
21-37 rue de Stalingrad
CS 30517 - 94741 ARCUEIL CEDEX**

the postmark being evidence of date.

Or by email to the following address :

serviceclient@ucpa.asso.fr

In any case, the Client will have to pay cancellation charges calculated on the total price of the program and according to the date of cancellation, under the conditions appearing in the table above.

PENALTIES FOR CANCELLATION OF PROGRAMS INCLUDING TRANSPORTATION BY COACH AND WITHOUT TRANSPORTATION.

Period before the beginning of the program.
Penalties calculated on net price, excluding insurance.

+ de 31 days	between 31 and 22 days	between 21 and 15 days	between 14 days and departure date or absence on departure without previous cancellation
10 %	25 %	50 %	100 %

Please note: if the Client has subscribed to an insurance pack, its amount cannot be refunded.

PENALTIES FOR CANCELLATION OF PROGRAMS INCLUDING TRANSPORTATION BY TRAIN.

Period before the beginning of the program.
Penalties calculated on net price, excluding insurance.

	31 days +	between 31 and 22 days	between 21 and 15 days	between 14 days and departure date or absence on departure without previous cancellation
Price of the sport program	10 %	25 %	50 %	100 %
Price of the train	refundable ticket or changeable	Ticket neither exchangeable nor refundable		

Please note: all requests for refunds or changes to a train ticket should be addressed to UCPA only. No request will be processed directly at the station.

PENALTIES FOR CANCELLATION OF PROGRAMS INCLUDING TRANSPORTATION BY FLIGHT.

Period before the beginning of the program.
Penalties calculated on net price, excluding insurance.

31 days +	between 31 and 22 days	between 21 and 15 days	between 14 and 8 days	between 14 days and departure date or absence on departure without previous cancellation
10 %	25 %	50 %	75 %	90 %

B) By the UCPA

UCPA may be exceptionally forced to cancel :

1. If the minimum number of Clients is not reached and in this case, the UCPA will inform the client at the latest 21 days before departure;

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- In case of force majeure ;
- If the security, sanitary and climatic conditions require it;
- In case of unavoidable and extraordinary circumstances:
In cases 3 and 4, the administration fee of 10 euros will not be refunded.

If possible, UCPA will offer the Client an equivalent program at an equivalent cost that the Client is free to accept. The Client will be informed of the cancellation and the alternative of a new program by UCPA as soon as possible. Any additional cost will remain at the charge of the Client. In the case that the new program is refused by the Client, UCPA will refund. Apart from this refund, this kind of cancellation shall not result to other indemnity of any kind whatsoever.

5 / DOCUMENTS

(Passeport, Vaccination, etc.)

The Client must check and fulfill the passport, visa, health and immigration requirements applicable to their itinerary. UCPA can only provide general information. The Client must check requirements for their own specific circumstances with the relevant Embassies or Consulates (especially if the Client is not European citizen).

The Client is informed that border formalities can change and the Client must keep themselves updated ahead of departure. Formalities and fees for travel documents are at the Client expense. Furthermore, in case of non-compliance, the consequences (being turned back at the border for lack of any other mandatory document), and the costs will be the responsibility of the Client.

**For minors
(as part of holiday camps) :**

Minors traveling to the West Indies must have a valid passport up to 6 months after the trip or their own valid national identity card. The family record book is not an identity document authorizing travel abroad. They must also be in possession of an authorization to leave the country signed by the parental authority holder.

A) Applications and medical certificates

The participation in a UCPA program requires for security reasons to request for each minor child the following documents:

- a photo ;
- the health form duly filled in ;
- a complete medical form ;
- a parental authorization for emergency medical or surgical care. Minors must have these documents in order to participate in the camp. UCPA has the right not to accept minors in the camp without these documents. You will find the different forms in the documentation given at the time of the registration and downloadable on ucpa.com. All of these documents must be sent to the reception center at least one week before the beginning of the program.

B) Advance payment of medical, search and rescue expenses

Medical care expenses in case of illness or accident and ambulance fees are sometimes advanced by UCPA. The parents or guardians agree to reimburse UCPA of the full amount of the medical expenses. The terms and conditions of the insurance are detailed below.

6 / TRANSPORT

Train transportation

Train transportation is available from Paris and other cities at certain times. It includes train tickets, transfers from the station to the center as well as the management of the minors during the whole trip.

Coach transportation

The Clients are picked up from their city of departure to their program location. However, the carrier may have to stop at the UCPA platforms.

Stops for meals and refreshments are planned during transportation. At the different stop points during transportation, passengers are required to remain on board the bus if they have not arrived at their final destination unless instructed otherwise by the driver. Luggages must have the UCPA identification labels with the name of the Clients. Clients are authorized to carry two pieces of luggage (suitcase or bag) free of charge, the sum of the three dimensions of which does not exceed 150 cm each and 30 kg maximum. Any transport of sports equipment in addition to luggage must be requested in advance. The passengers are responsible in case of damage caused by their luggage to third parties (person or property). It is forbidden to transport illicit or flammable products. Luggage conditioning is the sole responsibility of passengers.

Air transportation

Depending on the flight schedule and the airline company, the day of arrival in France may be the day of departure, in which case it is agreed that the program will have been completed. On some destinations, the flights may be night flights. In addition, a carrier may have to modify the conditions of a departure or a return, for reasons of passenger safety, in particular in periods of heavy traffic, or because of strikes either by its staff or by staff of the terminals, or due to weather conditions. UCPA will not support the costs that may result from these new conditions.

Flight "on request" (reserved to adults)

When UCPA does not have any more airplane seats at the time of the booking, UCPA can propose to make a special request to the airline company for the Client. If the Client accept this offer, and if UCPA obtains a seat at the advertised rate within 72 hours following your request, the Client is committed under the "booking" paragraph of these Terms and conditions (UCPA must purchase the ticket from the airline to respond to the request). However, if after the search, UCPA cannot obtain the ticket, the Client is free to cancel free of charge. If after research, UCPA cannot offer you transportation, your trip will be considered as not validated. You will be informed by our services at the end of a period 72 hours after your request.

Please note :

The length of the program is calculated in nights stays (number of nights) by the time spent on transportation and the duration of the sports program on site, from the time of convocation on the day of departure until the time of departure. It is therefore possible that the first and/or the last night as well as the first and/or the last day may be entirely devoted to transportation. UCPA may be exceptionally forced to cancel your transportation if the minimum number of passengers is not reached and in this case, UCPA will inform you at least three weeks before the departure. UCPA may be required to change the conditions of transport for reasons beyond its control. No modification of the conditions of transport may result in any compensation from the UCPA for any reason

whatsoever, even in the event that these new conditions result in a modification of the planned sports program and / or the price. Any costs of any kind will remain your responsibility. UCPA cannot see its responsibility substituted for that of the carriers. If you are traveling on your own, late arrival or premature departure will not give rise to any reimbursement or credit from the UCPA.

Moreover, UCPA cannot be liable in case of theft or damage to personal belongings during road, air or rail transport. The Clients are advised not to leave valuables, cash, jewelry, cameras, keys or identity papers in luggage given to your luggage entrusted to carriers. In addition, the UCPA cannot be liable in case of theft or damage to personal belongings during outdoor traveling sports program. In the event of theft or loss of your ticket, UCPA will not issue any refund. The Clients will be responsible for purchasing a new ticket. If the air transport ticket is not used for any reason (cancellation, missed flight, etc.), Clients can request the refund of the taxes and charges related to the ticket :

Either by post to :

**UCPA - Pôle Relation Client
21-37 rue de Stalingrad
CS 30517 – 94741 ARCUEIL CEDEX**

(for any request by post, 20 € of costs related to the processing of the file will be retained),

Either by email to :

serviceclient@ucpa.asso.fr

7 / GENERAL RULES AND BEHAVIOR

Pets are not allowed on our programs. Extreme caution is recommended during the sports program in order to avoid any incident which could disturb the progress of the program not only for the Client but also for the whole group.

Each Client shall comply with the rules of the Centre or during any outdoor traveling sports program. UCPA has the right to exclude at any time a person whose behavior jeopardizes the safety or well-being of other Clients or members of the staff. The Clients must conduct themselves in an orderly and acceptable manner and not disrupt the enjoyment of others. If Client's behavior is causing or may cause distress, danger or annoyance to any other clients or any third party, or damage to property, or to cause a delay or diversion to transportation, UCPA may terminate the booking immediately with no further liability. UCPA has the right to stop you making any bookings, to cancel any bookings you've already made, and/or to stop you using online services, and/or our customer service.

No indemnity shall be paid in this regard. UCPA reminds that the introduction of alcohol is prohibited in the accommodation center. A deposit guaranteeing the proper use of the premises and sports equipment made available to you may be requested upon your arrival. This deposit does not cover any additional costs for repairing or replacing the equipment. The amount of this deposit may change depending on the sports program chosen and / or the sports equipment.

**For minors
(in the context of holiday camps) :**

The participation of a minor child in the UCPA activities requires an agreement between three parties : the equal guar-

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dians of the child, the child, and UCPA.

Life in a group requires some rules which are given at the beginning of the camp, especially regarding. Respect due to other teenagers / children and members of the staff.

The Clients accept the respect of these rules of life and avoid any behavior that could disturb the normal progress of the activities and the camp, not only for the child himself, but also for the whole group.

Consequently, each Client must comply with the rules specific to the chosen program. The exit scheme is controlled and children commit themselves to respect the schedules and rules agreed with the management teams. UCPA does not tolerate any form of violence and makes sure that the health of minors received is respected, through risk prevention, and systematic mediation in case of an incident or behavior likely to undermine the progress of the camp, the healthiness, to the serenity and safety of Clients. Specifically and in accordance with the French Health Code, the sale, possession or consumption of substances or poisonous plants classified as narcotics is prohibited. Regarding alcohol, UCPA applies the law. Introducing alcohol into the camp is strictly prohibited.

This educational project can lead the management team to check the personal belongings of children, to confiscate equipment or erase recordings audio or video or photographic material likely to infringe the image or privacy of other Clients.

In case of disrespect of the UCPA internal regulations the child may be send back by unilateral decision of the management of the camp, in order to preserve the serenity and safety of the group. Legal guardians of the child will have to collect him; otherwise the child can be handed over to child services. In this case, no refund or credit will be granted, and all the fees will also be billed to the legal guardians (or to the organization that registered the minor).

UCPA declines all responsibility for acts of vandalism, voluntary destruction and violence committed by a child during the UCPA Camp, including during transportation; these acts are likely to expose the full responsibility of the legal guardians of the child. In general, UCPA strongly advises to avoid bringing valuables to the camps or leaving them in the rooms or tents. The UCPA disclaims all liability in case of theft or damage to objects not entrusted to the staff. It is therefore recommended to entrust these objects to the management who will return them at the end of the camp.

8 / DURATION

Generally, UCPA programs take place from the morning of the first day to the afternoon of the last day. However, different timing may be given to you depending on the program or the site. This information will appear on the booking documents. The day of the arrival is dedicated to welcoming you and organizing your stay. Depending on the program, sports activities may be organized or left to your initiative / choice.

9 / TECHNICAL AND PRACTICAL LEVELS

Sports programs are classified according to their intensity. Each Client must respect the usual rules of caution specific to the practice of physical activities. We strongly recommend you to check the technical and practical levels for each activity and to carefully read the documents that may be mandatory for certain activities (medical certificate, level certificate, licenses, insurance, etc.).

10 / MATERIAL

Equipment provided change from one sport program to another. For some programs, only collective or "heavy" equipment is provided (mountain bike, windsurfing boards, catamarans, ropes, tents, etc.) you shall, therefore, have to check the informations on bookings to know the kind of individual equipment needed to bring (shoes, backpack, sleeping bag, etc.).

Please note : Any sport equipment or personnel belongings remain under your responsibility. UCPA have the right to require a deposit guaranteeing the use of the premises and sports equipment made available to you may be required on your arrival. The amount of this deposit may vary depending on the sports program chosen and / or the sports equipment. Equipment provided by UCPA is under your responsibility. In case of damage, you will be liable for the repair or replacement fees.

11 / TECHNICAL PARTNERS

For some sports programs (on sites or itinerant trip), UCPA may use local technical partners. These are carefully selected for their knowledge of the practice environment. They work in accordance with UCPA technical specifications guaranteeing UCPA safety and quality.

12 / TWO CONSECUTIVE SPORTS PROGRAMS

If you are registered for two consecutive sports programs in two different centers, separated by an overnight stay, you will leave the first center as soon as your sports program ends and you will be accommodated upon your arrival at the second center. We ask that you contact the second center for details of the conditions of your accommodation. The organization and cost of the transfer between the two centers will be at your expense.

13 / INSURANCE

UCPA has subscribed a Civil Liability insurance for its Clients with the MAIF Company through Cabinet Assurinco. The guarantees for cancellation, assistance, early interruption of the sports program, bodily injury as well as in case of death, are not included in the program, UCPA strongly advises you to subscribe to the Assur'Vacances multi-risk contract, with our partner MUTUAIDE Assistance.

You will find the details of these guarantees on :

<https://www.ucpa.com/assurances>

If you have subscribed to additional cover (cancellation - program interruption, assistance - repatriation, etc.) and you wish to benefit from them, it is up to you to carry out the procedures with your insurer, including if you have taken out insurance via MUTUAIDE Assistance.

14 / CLAIM

All complaints shall be sent by registered letter with acknowledgement of receipt, with all supporting documents, specifying the number of your file, to the following address:

**UCPA - Pôle Relation Client Réclamation
21-37 rue de Stalingrad
CS 30517 – 94741 ARCUEIL CEDEX**

the postmark being evidence of date.

Either by email :

reclamation@ucpa.asso.fr

Any complaint following departure shall be sent within the imperative deadline of fifteen days after the return date. After this period, no letter can be taken into consideration. In case of disagreement on the solution provided, you may contact a mediator according the terms and conditions which will be provided to you on request from the address above.

15 / PROTECTION OF PERSONAL DATA

In accordance with current European legislation and in particular with the General Data Protection regulations (Regulation EU 2016/679 of 26 April 2016), the information requested can be processed by our services. By making a booking with us, you agree to the use and disclosure of the information you provide to enable us to process and fulfill your bookings . You have a right of access, modification, opposition, and portability of your personal data, which can be exercised at any time by contacting dpo@ucpa.asso.fr. You also have the possibility of introducing a complaint to the competent supervisory authority.