

# **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 all accommodation and leisure services available at Disneyland® Paris and offered for sale to individual clients (hereinafter "you" or the "client(s)") online on the [www.disneylandparis.com](http://www.disneylandparis.com) website (the "Website") and by telephone with Disneyland® Paris' Central Reservation Office (the "Central Reservation Office"), as well as via travel agents or ticketing operators depending on the services concerned, with the exception of annual passes, which are subject to specific subscription conditions (hereinafter the "Services").

The General Terms and Conditions apply to any Service booked.

The Specific Terms and Conditions relating to the sale of Packages apply to any combination of accommodation and at least one of the following two elements: another holiday service, such as a visit to the Disney® Parks (Disneyland® Park and/or Walt Disney Studios® Park) and/or transport, provided that it is carried out under the conditions specified in Article 3 (2) of Directive 2015/2302 of 25 November 2015 as transposed into national law (the "Directive") (hereinafter "Package"). They also apply to all Services booked in advance as part of a Package, whether they are Services included in the initial Package or Services booked separately to be provided as part of the Package.

The Specific Conditions relating to the sale of Separate Services apply to any Services booked or ordered separately from a Package, such as entrance tickets to the Disney® Parks, shows, dinner shows, special events or standalone hotel room nights ("Separate Services").

### **I.2 General information**

It is specified that certain shows, attractions, entertainments, 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 various communication materials, including 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 communication materials. Dynamic materials, such as the Website, are regularly updated and we invite you to consult them for the most recent information.

The number of Disney® keys indicated for Disney® hotels correspond to the number of stars according to the official French hotel classification.

Information concerning minors: Only unsupervised minors who are at least 12 years old will be granted access to the Disney® Parks and only unsupervised minors who are at least 15 years old are authorised to stay in our hotels.

Our promotions are designed to meet best 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.

All our prices have been determined on the basis of the existing economic conditions on the date of establishment of the prices in Euro on June 21<sup>st</sup>, 2018 on an exchange rate of £1.00 = €1.1370 for the period from April 2<sup>nd</sup>, 2019 to April 1<sup>st</sup>, 2020.

#### **Important information about how Brexit may affect your booking:**

"Brexit" means the United Kingdom ceasing to be a member state of the European Union, notwithstanding any transition period that may be in force following the date of the United Kingdom's departure from the European Union. The United Kingdom left the European Union on 31<sup>st</sup> January 2020 and there will be a transition period until 31<sup>st</sup> December 2020 while the European Union and the United Kingdom will negotiate the conditions of their future relationship.

The terms on which Brexit happens are beyond our control and may give rise to consequences which we could not have avoided even if all reasonable measures had been taken by us; in that event:

(a) If the consequence of Brexit is that, despite taking all reasonable measures we are unable to provide you with the Package or other travel services which you have booked we reserve the right to cancel your booking; we shall give you as much notice as is reasonably possible of such cancellation and will refund any payment previously made by you for your booking, but in accordance with the requirements of the law (that is, the Package Travel and Linked Travel Arrangements Regulations 2018, implementing Directive (EU) 2015/2302) neither EDV nor your travel agent will be liable for payment of any compensation or other losses arising from that cancellation. In these circumstances we would treat Brexit as an unavoidable and extraordinary circumstances as defined in the law referred to hereinabove;

(b) Please take special note that any delay or disruption to any part of your holiday does not automatically entitle you or any member of your party to cancel and claim a refund or other compensation unless it is impossible for us or our suppliers to perform the contract. If the Package or travel services can still be provided, any subsequent cancellation by you will be treated in accordance with clause II.1.9 below. If, however, we determine that it is impossible for you to enjoy your holiday, clause II.1.10 will be applicable;

(c) Please also take special note that as a result of Brexit there may be additional travel documentation requirements. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure, this includes ensuring you have valid entry visas and passports (with sufficient validity for the duration of your holiday and any additional period which may be required) to travel or visit under one of our Packages. Please visit <https://www.gov.uk/visit-europe-brexit> (or any other address communicated by the UK Government) for more information about the requirements for your holiday. Also, see <https://www.abta.com/tips-and-advice/brexit-advice-for-travellers> for ABTA guidance for travel customers. Clause II.1.16 below sets out further applicable terms regarding passport and visa requirements.

### **I.3 No right of withdrawal at no charge**

In accordance with the applicable terms of Directive 2011/83 of 25 October 2011 on consumer rights, we inform you that the right to withdraw at no charge from distance bookings does not apply to "the provision of accommodation services other than for residential purposes, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance". Consequently, you have no such right in relation to the Services offered for sale under these booking terms and conditions, except for the optional insurance offered in clause II.1.14 under the conditions defined in this same clause.

### **I.4 Your obligations**

The contract is binding on all members of the party identified in the booking who accept these booking terms and conditions without reserve.

You and all members of your party undertake to comply with these booking terms and conditions, as well as all internal rules in force at Disneyland® Paris (in particular the rules and regulations accessible on the Website) and all instructions or notices relating to our Services 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 have a respectful and courteous behaviour while travelling, visiting, staying at Disneyland® Paris. We reserve the right at our discretion to terminate your visit, stay or 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, our clients or the general public. In these circumstances, you are not entitled to any refund or compensation for the early termination of the Services and we reserve the right to claim compensation from you for any costs incurred by any third party or us as a result of said behaviour.

It is the responsibility of the person making the booking to ensure that all participants, including children, are aware of and accept these conditions and obligations.

### **I.5 Customer service - Complaints**

Any lack of conformity perceived on the spot should be reported immediately to the concerned service provider so that a solution can be found instantly. If no solution is found on the spot, you are required to inform Euro Disney, your travel agent or your ticketing operator, as the case may be, without undue delay taking into account the circumstances of the case. Failure to notify a lack of conformity in accordance with the aforementioned conditions may be taken into account when determining the appropriate price reduction or compensation for damages where such notice would have avoided or reduced the damage suffered.

Any such complaint must be made in an appropriate manner allowing conservation of proof of the fact or event at the origin of your complaint, stating the details of your dissatisfaction, the date of travel, stay or visit and your reservation number.

The complaints made to Euro Disney must be notified by any means allowing an acknowledgement of receipt as follows:

- for complaints arising prior to the start of your holiday, stay or visit using the contact details specified in clause II.1.3,

- for complaints arising after your holiday, stay or visit to Disneyland® Paris: to Disneyland® Paris' Guest Communication Department, 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: [dip.guest.communication@disneylandparis.com](mailto:dip.guest.communication@disneylandparis.com).

Please note that you are required to respect the private and confidential nature of any such correspondence.

In the event that no satisfactory solution has been found 60 days following your complaint, 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 are available 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/odr/>.

### **I.6 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 the Services as part of any other services, batch or group or services comprising services which are likely in Euro Disney's reasonable opinion to harm the Disney® image. You are not authorized to advertise, use, give or resell the 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 the express advance written permission of Euro Disney.

### **I.7 Personal information**

In the event personal information relating to you or the other recipients of the Services have been collected in the context of their booking, please note that you have various rights including a right to request clarification about the conditions of the processing of your personal information, request access to, rectify, or, under specific conditions, remove your personal information, request limitation or object to their processing, or change your marketing preferences (including withdrawing your consent at any time), by writing to [contact@disney.com](mailto:contact@disney.com).

Euro Disney's Data Protection Officer can be contacted by emailing: [dataprotection@disney.co.uk](mailto:dataprotection@disney.co.uk). You have the right to lodge a complaint with the UK Information Commissioner's Office:

<https://ico.org.uk/for-the-public>.

For more information about Disney's data collection and use practices, please read Disney's Privacy Policy at <http://www.disneylandparis.co.uk/>.

You represent and warrant that you have informed the other recipients of the booked Services of the processing of their personal information in the context of your booking and have collected their consent in that regard.

### **I.8 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.

However, if the client is a resident of another country to which Euro Disney directs its commercial activities (France, Ireland, Belgium, Netherlands, Germany, Switzerland, Spain, Italy, Denmark on the date of publication of these booking terms and conditions), the application of English law does not prevent the client from availing him-/herself of the mandatory provisions of his/her country of residence or from submitting any dispute to the courts of his/her country of residence.

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

### **II.1 SPECIFIC TERMS AND CONDITIONS RELATING TO THE SALE OF PACKAGES**

The combination of travel services offered to you in this section II.1 is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. The organizer will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, the organizer has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

The essential rights provided for by Directive (EU) 2015/2302 are presented in the information notice relating to Packages appearing following these booking terms and conditions.

#### **II.1.1 – Identification and contact details of the organiser and, where applicable, the retailer:**

##### **II.1.1.1 Identification and contact details of the organiser and retailer as appropriate:**

###### **Identification of the organiser and retailer as appropriate:**

- In case of sale on the Website or with the Central Reservation Office: The organiser of the Package is Euro Disney Vacances S.A.S. and the package travel contract is concluded directly with Euro Disney Vacances S.A.S.
- In case of booking through a travel agent: Euro Disney Vacances S.A.S. will act as organiser and the travel agent will act as retailer when the Package consists solely of travel services offered by Euro Disney Vacances S.A.S.. In the event that the travel agent combines the Services offered for sale by Euro Disney Vacances S.A.S. with other travel services within the meaning of the Directive, the travel agent shall be considered to be the organiser of the Package and shall be solely responsible for the consequences thereof towards clients.

###### **Contact details of the organiser and retailer as the case may be:**

- When the organiser is Euro Disney: Euro Disney Vacances SAS ("Euro Disney") has its registered office at 1 rue de la Galmy, 77700 Chessy, France. It is registered with the French Travel and Holiday Companies' Registry under number IM077100030.
- When the booking is made through a travel agent: Your travel agent will let you know whether it acts as an organizer or a retailer and will provide you with its contact details.

#### **II.1.2 Guarantees:**

In order to protect you against the risk of insolvency when acting as organiser of the Package, Euro Disney has taken out insolvency protection in accordance with applicable regulations with APST - Association Professionnelle de Solidarité du Tourisme, 15 avenue Carnot, 75017 Paris, France.

Your travel agent acts as an organiser, it will communicate directly to you the name and contact details of its guarantor.

### II.1.3 Contacts:

- To contact Euro Disney

By telephone:

- o Before booking: 08448 008 111 (calls cost 5p per minute plus your phone company's access charge)
- o After booking: See phone number indicated on the confirmation letter

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

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

Electronically: by completing the contact form available on the Website

These details may be used when Euro Disney acts as the organiser of the Package. When the organizer is your travel agent, we invite you to contact your travel agent directly using the contact details provided to you.

- Contacts on site

In all cases where you need assistance or an on-site contact point, you can contact the following services:

- o Reception of the hotel whose details are available at the hotel
- o City Hall in the Disneyland® Park: +33 (0) 1 64 74 31 68

### II.1.4 Booking conditions:

II.1.4.1 Packages can be booked either directly with Euro Disney by telephone with its Central Reservation Office or, for most of the Services, online on the Website, or through a travel agent distributing Disneyland® Paris Services.

The contract is formed after completion of the booking process as soon as a reservation number has been assigned to you. However, in the case described under article II.1.4.3, the contract is formed subject to the conditions set forth in said article II.1.4.3, which will be confirmed once these conditions are met.

II.1.4.2 All Package bookings are subject to availability and, unless otherwise specified, may be made under the following conditions:

Packages without transport can be booked until 12 GMT (noon) the day before the start of the Package.

Packages including transport\*, except by train, can be booked up to 2 days before the start of the Package.

Packages including transport\* by train may be booked up to 8 days before the start of the Package.

II.1.4.3 In the case of booking of a Package including transport\* by train made by telephone more than 60 days prior to the start of the Package, 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 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 the start of the Package. Where transport\* is available, your booking is confirmed according to the provisions set forth in clause II.1.4.1. 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.1.4.4 Conditions concerning unsupervised minors:

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 start of the holiday or stay 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) 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.1.9 may be applied.

Any contact with the minor or the guardian during the stay may be made using the on-site contacts indicated in clause II.1.3.

It is specified that no Package booking including transportation\* by air will be made for minors under 12 not accompanied by an adult.

II.1.4.5 All bookings shall give rise to a confirmation letter showing the main characteristics of the package booked. It is your responsibility to verify upon receipt that the elements contained in this confirmation letter are in conformity with your request and to immediately report any irregularity, either to Euro Disney using the contact details indicated in clause II.1.3 for bookings made directly with Euro Disney, or to your travel agent for bookings made through a travel agent. You are also invited to notify any failure to receive a confirmation letter within 5 days of booking.

### II.1.5 Prices

II.1.5.1 Prices – Alteration of Prices

We reserve the right to amend our prices at any time before booking, subject to your being advised of the total cost prior to booking.

It is expressly stipulated that we will not make any price alteration after you have booked.

II.1.5.2 Prices for children:

Prices for children (from 3 to 11 inclusive on the start of the Package) exclusively apply where children share a room with one or several adults. Children under 3 may come without charge unless otherwise specified at the time of booking but their participation in the holiday must be indicated at the time of booking.

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 Packages including transport\* or at your arrival at Disneyland® Paris.

In case of Packages including transport\*: Prices applicable to transport\* of children depend on terms applied by carriers. To know what these conditions are, please refer to the specific section applicable to transport\* in our brochure or check with your booking agent.

II.1.5.3 • Handling fee on your holiday:

Bookings made with Euro Disney give rise to a handling fee per booking of £25.51

Online bookings via the Website, require a separate booking per room.

Booking made by telephone with our Central Reservation Office, can include a maximum of three rooms and 12 persons (including children 0-11) per booking.

We reserve the right to revise the handling fee at any time prior to booking subject to informing you of the applicable amount.

The handling fee is non-refundable in case of cancellation by you in compliance with clause II.1.9.

### II.1.6 Payment Terms

II.1.6.1 Bookings made directly with Euro Disney:

II.1.6.1.1 Bookings made more than sixty (60) days before the start of the Package: Unless you choose to pay the full amount of your booking at the time of booking, the following conditions apply:

- Deposit:

A deposit of one hundred per cent (100%) of transport\* cost and fifteen per cent (15%) of the remaining cost of your booking (excluding optional insurance 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 the start of the Package. In case of booking with payment of the deposit by credit card with the Central Reservation Office, the same card will be used to debit the outstanding balance on such date unless you advise us otherwise at least 65 days before the start of the Package. If you book on the Website, you can pay the outstanding balance before or on the due date by logging onto the Website.

II.1.6.1.2. Bookings made within sixty (60) days before the start of the Package must be paid in full immediately at the time of booking.

II.1.6.1.3 Currency and payment means:

All amounts are payable in Pounds Sterling.

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Bookings made by telephone with our Central Reservation Office are required to be paid by Visa, Eurocard/Mastercard, American Express credit/debit card unless otherwise stated at the time of booking. Bookings made more than fifteen (15) days prior to the start of the Package may be paid by bank transfer under the conditions communicated at time of booking. Please note that Euro Disney cannot accept post-dated cheques or cash or responsibility for any payment lost in the post. Postal transfers, money orders and cheques are not accepted.

Bookings made on the Website may be paid by any of the means of payment indicated in the booking process.

II.1.6.2 Bookings made with your travel agent:

Payment terms defined by your travel agent apply. Please contact your travel agent.

II.1.6.3 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.1.6.1.1, 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.

II.1.6.4 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.

II.1.6.5 Consequences of a payment default:

In case of failure to pay on time, we reserve the right to cancel your booking and, as the case may be, tickets already issued. In such case, charges calculated on the basis of the relevant cancellation fees as provided for in clause II.1.9 may be applied.

II.1.6.6 Please note that purchases made whilst at Disneyland® Paris shall be in Euro.

### II.1.7 Alterations by you:

II.1.7.1 Bookings made directly with Euro Disney may only be altered through our Central Reservation Office using the contact details provided in clause II.1.3. No alteration can be made online on the Website. In some cases, you may be required to confirm your request for alteration in writing to allow for it to be processed.

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

Only the person who made the booking, or the person to whom a booking has been transferred in compliance with clause II.1.13, is authorised to request an alteration of the booking.

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 either to Euro Disney by means of the contact details indicated in clause II.1.3 for bookings made directly with Euro Disney, or to your travel agent for bookings made through a travel agent. You are also invited to notify any failure to receive an amendment to the confirmation letter within 5 days of the amendment request.

II.1.7.2 Subject to availability, you may change your booking at any time until the start of the Package.

No alteration fee applies to the addition of services irrespective of the date the request is made. In other cases, except where different terms are expressly specified by Euro Disney or your travel agent in writing, the applicable fees are indicated in the table below:

| Type of Package   | Type of alteration   | Alteration fee depending on time of alteration request                           |  |  |   |                                       |
|---|--|--|--|--|---|---------------------------------------|
|   |  | From date of booking to 61 days prior to the start of the Package                | From 60 days to 8 days prior to the start of the Package | From 7 days to 3 days prior to the start of the Package    | From 2 days prior to the start of the Package |                                       |
| Package without transport*<br>OR<br>Package including transport* where no changes are made to transport* arrangements | Exchange <sup>2</sup> of the Package booked for an equal or higher value Package         | No alteration fee  |  |  |   |                                       |
|   | Exchange <sup>2</sup> of the Package booked for a lower value Package                    | No alteration fee  | £87.95 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                                 | Exchange <sup>2</sup> of the Package booked for an equal or higher value Package | 15% of transport* price <sup>1</sup>                     | 50% of transport* price <sup>1</sup>                       | 75% of transport* price <sup>1</sup>          | 100% of transport* price <sup>1</sup> |
|   | Regular flight (with or without hold luggage)  | Exchange <sup>2</sup> of the Package booked for a lower value Package            | £61.57 per passenger                                     | £61.57 per passenger                                       |   | 100% of total price of booking        |
|   | Low cost train or flight and transport which cannot be refunded or exchanged once booked | Exchange <sup>2</sup> of the Package booked for an equal or higher value Package | £61.57 per passenger                                     | £87.95 per booking + £61.57 per passenger                  |   | 100% of total price of booking        |
|   |  | Exchange <sup>2</sup> of the Package booked for a lower value Package            | 100% of transport* price <sup>1</sup>                    | £87.95 per booking + 100% of transport* price <sup>1</sup> |   | 100% of total price of booking        |

<sup>1</sup> Total price of transport, airport taxes (air transport), security taxes, as well as passenger fees and other associated taxes

<sup>2</sup> An exchange of 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 number of rooms;
- 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);
- a change of Services, to the exclusion of addition of Services.

II.1.7.3 Any alteration other than those stipulated hereinabove will be considered as a cancellation and subject to cancellation charges in accordance with clause II.1.9.

II.1.7.4. 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 where the alteration is made (see clause II.1.6 for means of payment that are available depending on the channel used for processing your alteration request).

II.1.7.5 When altering a Package including transport\* for which hard transport tickets are issued, and when such alteration affects the transport\*, the hard transport tickets must be sent back to us as soon as possible to 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 immediately paid in full. II.1.7.6 Special offers that may be launched from time to time will only be valid for new bookings (depending on the specific terms and conditions of such offers) and cannot be applied to an existing booking.

### II.1.8 Alterations at the initiative of the organiser:

In accordance with Article 11 (1) of the Directive, the organiser may make insignificant changes to the elements and conditions of the contract up to the start date of the Package, provided that you are clearly, comprehensibly and visibly informed on a durable medium. If the organiser is obliged to make significant alterations to one or more of the main features of the Package booked, you can either accept the proposed alteration or cancel the contract without cost. The deadline within which you must communicate your decision will be specified in the notification of the modified elements.

### II.1.9 – Cancellation by you:

You may cancel the contract at any time before the start of the Package by paying the cancellation fee depending on the cancellation date stipulated herein below.

Any cancellation of a booking made directly with Euro Disney must be made with the Central Reservation Office using the contact details indicated in clause II.1.3. No cancellation can be made online on the Website. In some cases, you may be required to confirm your cancellation in writing to allow for it to be processed.

Bookings made through a travel agent may only be cancelled by contacting that travel agent. Only the person who made the booking, or the person to whom the booking has been transferred in accordance with clause II.1.13, is entitled to request a cancellation of the booking.

In all cases, a written confirmation of your cancellation will be sent to you. It is your responsibility to check upon receipt that all information contained in the cancellation confirmation is correct and to report any error to Euro Disney using the contact details provided in clause II.1.1.3, or to your travel agent as the case may be. You are also invited to notify any failure to receive a cancellation confirmation within 5 days of the cancellation.

II.1.9.1 Except where different terms are expressly specified by Euro Disney or your travel agent in writing, the cancellation charges detailed below will apply to any cancellation of a booking:

| Type of Package             |  | Cancellation charges depending on time of cancellation  |   |   |   |
|-----------------------------|--|---|---|---|---|
|                             |  | From date of booking to 61 days prior to the start of the package   | From 60 days to 8 days prior to the start of the package  | From 7 days to 3 days prior to the start of the package   | From 2 days prior to the start of the package & no show |
| Package including Transport | Regular train, self-drive (exclusive of low cost train) and transport not listed below   | 15% of total price of booking <sup>(1)</sup>  | 25% of total price of booking <sup>(1)</sup>  | 75% of total price of booking <sup>(1)</sup>  | 100% of total price of booking <sup>(1)</sup>           |
|                             | Regular flight (exclusive of low cost flight) inclusive of hold luggage  | 15% of price of booking except transport* + fixed cancellation fee of €61.57 per passenger <sup>(2)</sup> | 25% of price of booking except transport* + fixed cancellation fee of €61.57 per passenger <sup>(2)</sup> | 75% of price of booking except transport* + fixed cancellation fee of €61.57 per passenger <sup>(2)</sup> | 100% of total price of booking <sup>(1)</sup>           |
|                             | Regular flight exclusive of hold luggage, low cost train or flight and transport which cannot be refunded or exchanged once booked | 15% of price of booking except transport* + 100% of transport* price <sup>(1)</sup>                       | 25% of price of booking except transport* + 100% of transport* price <sup>(1)</sup>                       | 75% of price of booking except transport* + 100% of transport* price <sup>(1)</sup>                       | 100% of total price of booking <sup>(1)</sup>           |
| Any other package           |  | 15% of total price of booking <sup>(1)</sup>  | 25% of total price of booking <sup>(1)</sup>  | 75% of total price of booking <sup>(1)</sup>  | 100% of total price of booking <sup>(1)</sup>           |

<sup>1</sup> Total price of transport, airport taxes (air transport), security taxes, as well as passenger fees and other associated taxes

<sup>2</sup> Fee per person including children (0-11 years old)

<sup>3</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.1.9.2 In the event of a cancellation by you, you remain liable to pay the insurance premium, where applicable, as well as the handling fees provided for in clause II.1.5.3.

II.1.9.3 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, if any, will be invoiced and must be paid by you immediately, using one of the means of payment available where the cancellation is made (see clause II.1.6 for means of payment available depending on the booking channel used).

II.1.9.4 When cancelling a Package including transport\* for which hard transport\* tickets are issued, unused hard transport\* tickets must be sent back to us as soon as possible to the following address: Euro Disney Vacances SAS, Transport Department, P.O Box 128, F-77777 Marne-La-Vallée Cedex 4, France.

### II.1.10 – Cancellation by us:

The organiser (Euro Disney or your travel agent as the case may be - see clause II.1.1) may cancel your booking and in this case will proceed to the full refund of any payment made, as well as to the payment of appropriate additional compensation in consideration of any damage resulting therefrom. However, no compensation will be due in the event that the cancellation results from an impediment caused by exceptional and unavoidable circumstances and that you have been notified thereof as soon as possible before the start of the Package.

### II.1.11 Refunds:

With the exception of the refund of insurance premiums following your exercising your right of withdrawal at no cost in accordance with clause II.1.14, any refund following a cancellation will be made within 14 days following the date of cancellation. However, in the event of cancellation of the booking of a Package including transport\* for which hard transport tickets have been issued, the refund of the price of transport\* will only be made after receipt of the hard transport tickets. 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).

### II.1.12 – Interruption of holiday and unused Services

No reimbursements will be issued for any part of the holiday or Service that is interrupted or could not be used for reasons unrelated to us, 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.1.13 Transfer of the contract

Before the start of the Package, you (or a person accompanying you) may transfer your booking to another person who complies with all the conditions applicable to that contract, provided that you notify your decision to Euro Disney or your travel agent, depending on whether you have booked with Euro Disney or a travel agent, on a durable medium no later than 7 days before the start of the Package, indicating the following:

- your last name, first name and address
- the last name, first name and address of the third party replacing you
- the start date of the holiday or stay, as well as the duration of the holiday or stay
- your booking number and copy of your confirmation letter

Upon receipt of this notification, a booking confirmation will be sent to the third party replacing you.

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You and the third party replacing you will be jointly and severally liable for the payment of the full price of the booking, as well as for any additional costs, fees or other charges incurred by the transfer (e.g. postage costs, cancellation fees for transport tickets already issued and/or booking of new transport Services, etc.) subject to you being informed of these costs, fees and additional costs and their amount has been justified to you.

The insurance contract referred to in clause II.1.14, as well as transport services provided in personal name, to which you may have subscribed, are not transferrable to the third party replacing you and the amount thereof cannot be recovered.

### II.1.14 – Insurance

Euro Disney offers you to take out insurance covering either cancellation costs alone or cancellation costs as well as damage to luggage, repatriation assistance in the event of an accident - illness - death and interruption of the Package. The insurance contract will be entered into with AWP P&C, with a share capital of € 17,287,285 – 7 rue Dora Maar 93400 Saint-Ouen, France (privately held company governed by the provisions of the French Insurance Code – RCS Bobigny 519 490 080). Assistance services under the contract will be provided by AWP France S.A.S. having a share capital of € 7,584,076.86 and having its registered office at 7 rue Dora Maar 93400 Saint-Ouen, France (insurance brokerage firm – RCS Bobigny 490 381 753 – Registration ORIAS 07 026 669 – <http://www.orias.fr>).

The information notice and general terms and conditions of insurance are available on the Website. The insurance cover, if required, must be subscribed, and the insurance premium paid, immediately at the time of booking.

The insurance premium is neither refundable (except in case of cancellation of your Package by Euro Disney and exercise of the right of withdrawal at no cost stipulated below) nor transferable. 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 or you have invoked one of the guarantees under your contract. Please check that you do not already have such cover prior to taking out any of our proposed insurance policies.

Your right to withdraw at no charge can be exercised through a written request using the contact details provided in clause II.1.3. The insurance premiums will be refunded within 30 calendar days following receipt of that request.

### II.1.15 – Transport\*

• When booking a Package including transport\*, you undertake to meet 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.

• 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 Packages including transport\* in our brochure or on the Website. Precise information regarding the effective carrier will appear on the itinerary which will be sent to you at the latest 8 days before the start of the Package, or as soon as your booking is confirmed for bookings made less than 8 days in advance. Any subsequent changes will also be communicated to you in writing and in any case before the start of the Package.

• The travel documents will be sent after full payment of your booking has been received, in electronic format to the e-mail address communicated at the time of booking. In case the electronic tickets have not reached you 2 (two) days before the start of the Package, please call Euro Disney, or your travel agent, as the case may be.

• For Packages including rail transport\*, you have the possibility to request hard tickets on condition that you request them at least 6 (six) days before the start of the Package. In this case, a shipping fee of £14.95 per booking will be applied. Please note that a minimum of 6 (six) days is required for the delivery of hard tickets. If you do not receive your hard tickets within this period, please call Euro Disney or your travel agent, as the case may be.

• 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 until the end of your holiday.

• 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 featured in the brochure are for indicative purposes only and they are subject to changes 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 Packages featured in the brochure or on the Website.

• Please note that we are unable to guarantee seating together while travelling.

• Where air transport\* is included in your Package, 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.1.16 – Passport and visa requirements – Health formalities

Nationals of a Member state of the European Union, of a state party to the Agreement on the European Economic Area and Swiss nationals need to hold a passport or national identity card valid throughout their holiday to travel or visit under one of our Packages.

Nationals of other countries may be subject to other police formalities depending on their nationality; they may enquire about the formalities applicable to them by logging onto the France-Visas website, which is accessible in several languages through the following address: <https://france-visas.gouv.fr/>. It is their responsibility to comply with these formalities, if applicable, and any damage resulting from non-compliance with these requirements will be for their sole account. In particular, should they be unable to use the Services booked because they have failed to comply with the aforementioned requirements, we reserve the right to retain cancellation charges in accordance with clause II.1.9. We advise that they allow at least 6 to 8 weeks prior to the start of the holiday in the event that they need to have such formalities carried out but more specific information depending on their particular situation should be consulted on the website mentioned hereinabove.

At the time of publication of these booking terms and conditions, the French authorities do not impose any particular health requirements for entry into France. However we recommend that you check any update that may be published before the start of your holiday or stay by visiting the website of the French Office of Foreign Affairs (available in several languages): <https://www.diplomatie.gouv.fr/en/coming-to-france/>.

### II.1.17 Persons with reduced mobility and special needs:

Holidays or stays at Disneyland® Paris are generally suitable for persons with reduced mobility and various services are made available to meet the special needs of our clients. However, certain activities and attractions at Disneyland® Paris are subject to physical restrictions. For more information, please consult the "Guests with Disabilities" section of the Website.

In any case, if one of the participants to the holiday or stay suffers from mobility problems, from a disability or requires special care or needs, please inform us, or your travel agent, before making your booking so that it can be determined with you to what extent it is possible to address them. We will do our best to accommodate special requests notified at the time of booking but cannot be guaranteed unless they are specified in writing on your confirmation letter. In some cases, special requests may result in additional costs that will be communicated to you.

In case of a Package including transport\*, specific restrictions depending on the means of transport may exist. You are invited to consult the carrier's website or to inquire with your travel agent or Euro Disney (in the case of transport provided via Euro Disney). In particular, requests relating to the carriage of wheelchairs and mobility aids are subject to the carrier's agreement. We cannot guarantee such an agreement, or response times, which depend on each carrier but we will immediately communicate the carrier's response upon receipt thereof and provide you with assistance required to find alternative solutions if necessary.

### II.1.18 Responsibility and obligations of the organiser:

#### II.1.18.1 Responsibility:

The organiser is responsible for the proper performance of all travel services included in the contract irrespective of whether these services are to be performed by itself or by other travel suppliers.

It is specified that the organiser benefits from the limits of liability laid down by international conventions limiting the conditions under which compensation is due by a service provider providing a package travel service. In other cases where the organiser is required to indemnify you under these booking terms and conditions due to non-compliance, the compensation paid will be limited to three times the Package price, except for personal injury and damage caused intentionally or out of negligence.

#### II.1.18.2 Obligations

The organiser is obliged to provide appropriate assistance to the client in difficulty without undue delay, in particular by:

- providing appropriate information on health services, local authorities and consular assistance (where appropriate), and
- assisting the client to make distance communications and helping client to find alternative travel arrangements.

If the difficulty is caused intentionally by the client or through the client's negligence, the client may be charged for this assistance at a reasonable price that does not exceed the actual costs incurred by the organiser.

#### \* Transport purchased through Euro Disney

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

Separate Services booked/ordered on the basis of these booking terms and conditions, which are booked/ordered directly from Euro Disney or through a travel agent or ticketing office, are offered for sale by Euro Disney Vacances S.A.S. whose details are given in clause II.1.1.

### II.2.1 – Sale of standalone hotel room nights

The provisions of section II.1 relating to Packages are also applicable to standalone hotel room nights, excluding the introductory paragraph and clauses II.1.1, II.1.2, II.1.13, II.1.15 and II.1.18. Standalone room nights are not available for sale on the Website at the time of publication of these booking terms and conditions; to find out if this service is available on the date of your booking, please consult the Website. Only some travel agents offer for sale our standalone hotel room nights.

### II.2.2 Sale of Separate Services other than Standalone hotel roomnights

#### II.2.2.1 Booking or ordering conditions

- Through Euro Disney:

Unless otherwise specified, all our Separate Services may be booked/ordered by telephone through our Central Reservation Office until fourteen (14) days prior to your expected date of visit; most of them (in particular entrance tickets to the Disney® Parks) may also be booked/ordered on the Website, unless specified otherwise, until 12.00 P.M. (midday) GMT on the day before your anticipated date of use. Unless stated otherwise at the time of booking/order, the number of tickets per booking/order is limited to 12 tickets.

Through a travel agent or a ticketing office:

Our Separate Services may be booked/ordered through travel agents or ticketing offices selling Disneyland® Paris (depending on the offer available from them). Unless specified otherwise, the booking/order of Separate Services through a travel agent or a ticketing office may be made until 12:00 P.M. (midday) GMT on the day before the date of use.

The contract is formed after completion of the booking process as soon as a reservation number has been assigned to you but the booking becomes final only when the full price has been paid.

#### II.2.2.2 –Payment conditions

With Euro Disney, Separate Services must be paid for in full in Pounds Sterling at the time of booking/order. Payments through the Central Reservation Office may be made by Visa, Eurocard/Mastercard, American Express credit/debit cards (unless otherwise stated at time of booking/order) and payments made on the Website may be made by any of the means of payment indicated on the online booking/ordering process.

For bookings/orders made with a travel agent or ticketing office, their payment terms apply. Please inquire with them.

Any default or incident of payment may give rise to the cancellation of the booking/order, and if necessary tickets, without compensation.

#### II.2.2.3 – Reimbursement – Exchange – Cancellation

Unless otherwise specified, our Separate Services may not be refunded, taken back or exchanged, in whole or in part, once booked or ordered.

#### II.2.2.4 - Responsibility

Euro Disney, as well as your travel agent or ticketing operator, if applicable, provide the Separate Services as intermediaries for the service provider that performs such services and are therefore only liable for the proper delivery of the tickets giving access to the Separate Services in accordance with the commitments made herein.

In the event of a problem relating to the performance of the Separate Services by the service provider concerned, you are required to contact the latter directly, in particular Euro Disney Associés S.C.A. for the operation of Disneyland® Paris.

#### II.2.2.5 - Provisions relating to tickets

##### II.2.2.5.1 Type of tickets delivered:

- When booking/ordering by telephone through our Central Reservation Office, hard tickets are available for sale.
- When booking/ordering on the Website, you will be delivered either electronic vouchers ("E-Vouchers") which need to be exchanged for a hard ticket upon your arrival at Disneyland® Paris, or electronic tickets ("E-Tickets") providing direct access to the Disney® Parks turnstiles or to the Separate Service that you have booked/ordered, 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 fourteen (14) days prior to your expected date of visit.
- When booking/ordering with a travel agent or a ticketing office, you will be able to book/order either E-Tickets that provide direct access to the Disney® Park's turnstiles or to the Separate Service that you have booked/ordered depending on the nature of

the relevant Separate Service or E-Vouchers that must be exchanged against a hard ticket at Disneyland® Paris.

##### II.2.2.5.2 Charges applicable to delivery of hard tickets:

Hard tickets booked/ordered through Euro Disney will be delivered at the address communicated at the time of booking/order and handling fees will be charged in the amount of £7.92 per booking/order. If your hard tickets cannot be sent to the address communicated to us or if you fail to inform us in due 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.2.2.5.3 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 rejection of your E-Ticket or E-Voucher. When booking/ordering with a travel agent or a ticketing operator, they must provide you with a perfectly printed E-Ticket or E-Voucher copy to avoid the risk of access to the Disney® Park(s) or to the Separate Service that you have booked/ordered being denied. Any complaint or dissatisfaction that you may have in relation to the use of E-Vouchers or E-Tickets must be reported directly to your travel agent or your ticketing operator.

It is strictly prohibited to photocopy or duplicate E-Tickets and E-Vouchers. Tickets (hard tickets, E-Vouchers and E-Tickets) that have already been used will not be accepted at Disneyland® Paris.

You are required to bring the relevant E-Ticket or E-Voucher accompanied with valid photographic identity papers to access the relevant Separate Service. E-Vouchers need to be exchanged at your arrival at Disneyland® Paris at the location indicated on the E-Voucher against a ticket giving direct access to Disney® Parks turnstiles or to the Separate Service you have booked/ordered. Any fraud or attempt of fraud in using hard tickets, E-Vouchers or E-Tickets will result in confiscation of such.

## **INFORMATION NOTICE RELATING TO PACKAGES**

Key rights under Directive (EU) 2015/2302:

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Where Euro Disney Vacances S.A.S. acts as organizer, it has taken out insolvency protection with d'APST Association Professionnelle de Solidarité du Tourisme. Travellers may contact this entity (APST, 15 avenue Carnot 75017 Paris, France – E-mail : [info@apst.travel](mailto:info@apst.travel) – Tél. : + 33 (0) 1 44 09 25 35 ou + 33 (0) 1 44 09 88 00) if services are denied because of Euro Disney Vacances S.A.S.'s insolvency.

Directive (EU) 2015/2302 as transposed into national law may be consulted on <https://www.legislation.gov.uk/ukqi/2018/634/contents/made>.