

# GENERAL CONDITIONS FOR ADULT REGISTRATION

## 1 - REGISTRATION

The UCPA General Conditions for Registration are deemed to be known and accepted at the time of the first payment, (including deposit), irrespective of the method of payment (cheques, bank card, cash or holiday cheques are accepted). Any communication of bank account details and any acceptance of documents from the UCPA also imply the knowledge and acceptance of the general conditions for registration. In compliance with Article L.121-20-4 of the Consumer's Code, individuals registering for a sport programme do not benefit from a seven-day cancellation period. For registrations less than thirty one (31) days before the date of departure, the whole of the price of the sports programme is payable to the UCPA. For reservations made over thirty-one (31) days before the date of departure, a mandatory 30 % deposit of the sports programme price is required. The whole of the price of the sports programme must be paid thirty-one (31) days before the date of departure, at the latest. No registration shall be accepted by the UCPA without payment of the corresponding deposit. The UCPA reserves the right to refuse the presence of the trainee on the sporting programme if the total price for the sports programme is not paid before the departure date and will retain any amounts paid as cancellation penalties. All payments by holiday cheques (ANCV) must be sent by recommended letter or recommended letter with acknowledgement of receipt to the following address :

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

## 2 - MODIFICATION

### By you - Before departure

#### Request to change excluding sports activity

You may request a modification with regard to the sports programmes (excluding transport) no later than thirty-one (31) days before the date of departure, by recommended letter to the UCPA :

**UCPA - Département Relation Client  
Annulation / Modification**

**17 rue Dumoncel - 75698 PARIS CEDEX 14**

a modification fee of €50 will be applied.

In the event of modification of a sports programme with transport, modification fees will apply, as well as the cancellation fee for transport, set out in the section "Cancellation". Any modification request sent less than thirty-one (31) days before the date of departure shall be treated as a cancellation and the cancellation fees set out in section 3 "Cancellation" shall apply. Non-participation in any of the ac-

tivities included in the sports programme shall not give rise to any refund. Any transport tickets issued by the UCPA that are unused, shall not give rise to any right to refund or credit note. Any modification of a participant's name, or which has an impact on transport, shall be treated as a cancellation and cancellation fees shall be applied.

#### Request to change the sports activity:

You may request to change your sports activity only (excluding any changes to accommodation, holiday dates or transport arrangements) subject to a handling fee (50 €) until the day before your departure, subject to availability. You will be asked to pay any additional costs incurred due to your new choice of sports activity, which may also have a knock-on effect on your Assur'vacances insurance cover.

Note: UCPA will not make any refunds should there be a difference in price between the new choice of sports programme and the initial one.

#### A) By the UCPA – Before departure

The UCPA may be obliged to modify an essential element of the sports programme due to circumstances beyond its control, for public interest reasons, or for the safety of participants. The UCPA shall inform participants of such modifications, which may include the proposal of alternative replacement elements. If you do not accept the replacement element proposed, you shall be free to request the cancellation of your registration, with a refund of amounts already paid.

#### B) By the UCPA – After departure

During the course, the programme may be subject to modifications and alterations, depending on safety requirements or weather conditions at the time. In this case, only the management of the UCPA is authorised to take the necessary decisions. These modifications shall not lead to any refund.

## 3 - CANCELLATION

### A) By you

Any notification of cancellation shall be sent by recommended letter to the UCPA :

**UCPA - Département Relation Client  
Annulation / Modification**

**17 rue Dumoncel - 75698 PARIS CEDEX 14**

the postmark being evidence of date. In all cases, the UCPA shall retain penalty fees calculated on the total price of the sports programme and varying depending on the cancellation date, under the conditions set out in the table below.

In the event of cancellation of a sports programme paid by holiday cheques (ANCV), no refund can be made, the amount shall be offered in the form of a voucher for a future sports programme.

#### Cancellation fees for programmes with and without transport

Period before the start of the programme. Penalties calculated on net price, excluding insurance.				
30 days +	between 30 and 21 days.	between 20 and 15 days	between 14 and 8 days	between 7 days and departure date or absence on departure
10 %	25 %	50 %	75 %	100 %

If you have taken out an insurance package, its cost shall not be refunded.

### B) By the UCPA

The UCPA may, exceptionally, be obliged to cancel your sports programme if :

- the minimum number of participants required is not reached and in this case, the UCPA shall inform you, at the latest, 21 days before departure,
- safety conditions require its cancellation,
- in the case of unforeseen elements.

The UCPA shall offer you, as far as is possible, an equivalent sports programme at a comparable price, that you shall be free to accept. You shall be informed of the cancellation and the proposal of a new sports programme by the UCPA as soon as possible. Any additional cost remains payable by you. In the event that the new programme is refused, the UCPA shall refund the amounts already paid. Beyond this refund, such cancellation shall not give rise to a right to any indemnity of any kind whatsoever.

## 4 - PRICE

The price of our sports programmes includes sports activities, ski lifts, sports equipment, supervision, accommodation, food and entertainment, as well as civil liability insurance. It may also include transport. The prices of our sports programmes have been carefully calculated according to economic conditions known at the time our documentation is printed. They apply from publication date until the date of publication of the following edition. They are not contractual and shall be confirmed on your registration. They may be subject to changes which shall apply to all persons already registered or wishing to register. Promotions and reductions are not cumulative nor retrospectively applicable.

### For programmes abroad :

a) Any significant modification of any of the items below shall be reflected in our prices :

- cost of transport, particularly related to fuel prices ;
- fees and taxes for ports and airports (landing taxes, boarding taxes, disembarkation fees, security and airport taxes) ;

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- exchange rates applied to transport or trip ;
- variation in the dollar exchange rate.

Prices for our sports programmes are calculated on the basis of USD 1 = €0.90 (at 16/07/16)

- b) Sports programmes including transport include transfers and airport taxes.
- c) certain destinations include entrance costs and excursions in the sports programme.

## 5 - DOCUMENTS

(Passport, Visas, Vaccinations, etc.)

A list of documents required for each destination is provided for information purposes only. UCPA shall not be liable in this respect. Each participant should obtain information from the organisations concerned and verify the compliance of documents required for the chosen sports programme (particularly for persons not based in the European Union).

Formalities and fees for obtaining these documents shall be at your expense. Furthermore, in the event of noncompliance, the resulting consequences (being turned back at the frontier for lack of visa or other mandatory document), as well as all costs incurred shall be at the expense of the participant.

## 6 - TRANSPORT

Rail transport

Transport by train is offered from Paris and the provinces at certain periods. Sale price includes train tickets, transfers from the railway station to the centre and accompaniment throughout the journey. Transport tickets can be modified or refunded under the following conditions :

30 days + before departure	Between 29 and 22 days pre departure	From D-21 pre departure
Ticket refundable or modifiable	Exchange or refund of ticketer subject to penalty of 50% of price	Ticket non-exchangeable and non-modifiable

**Note :** any request for a refund or modification or a ticket shall only be made to the UCPA. No request shall be dealt with directly at the station.

Road transport

Participants shall be taken from their departure town to the place their programme is taking place. However, their transport may involve stops at UCPA platforms. Meal and refreshment stops will be made during transport. At stop points during transport, passengers shall remain on board the coach if they have not arrived at their final destination, unless instructed otherwise by the driver. Luggage must have UCPA labels bearing the passenger's name. Passengers are authorised to carry two items of luggage free of charge (suitcase or bag) ; the total of the three dimensions of which does not exceed 150 cm for each bag and a maximum of 30 kg.

Any transportation of sports equipment in addition to luggage, must be requested in advance. We remind passengers that they are liable for damage caused by their luggage to third parties (persons or goods). It is prohibited to transport illegal or inflammable items. Packing of luggage is entirely the passenger's responsibility.

Air Transport

Depending on the time of the flight and the airline, the day of arrival in France may be the local departure date, in which case it is agreed that the sports programme has been respected. For certain destinations, flights may take place at night. Furthermore, a transporter may need to modify departure or return conditions, for passenger safety reasons, particularly in periods of heavy traffic or due to staff or airport strikes, or because of weather conditions. The UCPA shall not be liable for any expenses which may result from these new conditions.

Flight "on request"

In the event that the UCPA has no more plane seats when you register, the UCPA may offer to make a special request to the airline. If you accept this proposal, and the UCPA obtains a seat at the stated tariff within 72 hours of your request, you shall be liable under the "Registration" paragraph of these General Conditions (the UCPA shall purchase the ticket from the airline to satisfy your request). However, if after making enquiries, the UCPA is unable to offer you the stated tariff, you are free to cancel at no cost. If, after making enquiries, the UCPA is unable to offer you transportation, your trip shall be considered invalid. You will be informed by our services 72 hours following your request.

Note

The duration of the sports programme is calculated in number of nights and includes transport time and the duration of the sports programme in situ, from the departure meeting time to the arrival time on the return date. It is therefore possible that the first and/or last night and the first and/or last day shall be entirely used for transport. The UCPA may, in exceptional circumstances, be obliged to cancel your transport if the minimum number of passengers is not reached and, in this event, the UCPA shall inform you at the latest, three weeks before your departure. The UCPA may be obliged to modify transport conditions for reasons beyond its control. No modification of transport conditions shall give rise to any indemnity whatsoever by the UCPA, even if these new conditions lead to a modification of the intended sports programme and/or its price. Any costs of any kind shall be your responsibility. The liability of the UCPA shall not be substituted for that of the transporters. If you travel using your own

means, late arrival or premature departure cannot give rise to any refund or voucher of any kind whatsoever by the UCPA.

Similarly, the UCPA shall not be liable in the event of theft or deterioration of your personal belongings during rail, road or air transport. You are advised not to leave valuables, cash, jewellery, camera equipment, keys or identity documents in luggage given to transporters. Furthermore, the UCPA shall not be liable in the event of theft or deterioration of your personal belongings arising during any outdoor travelling sports programme. In the event of theft or loss of your transport ticket, the UCPA shall not make any refund. Purchase of a new transport ticket shall be at your expense.

If you have not used your air ticket for any reason (cancellation, missed flight, etc.), you may request the refund of individual taxes and charges related to the actual embarkation on simple request.

Either by post to :

**UCPA - Département Relation Client**  
**17 rue Dumoncel - 75698 PARIS CEDEX 14**

(for any postal request a processing fee of €20 will be retained),

Or by email :

- For programmes in France and the Dom Tom :  
**service-client-ucpa@ucpa.asso.fr**

- For programmes abroad :  
**rc.planete@ucpa.asso.fr**

## 7 - RULES OF OPERATION AND CAUTION

Extreme caution is recommended during the sports programme in order to avoid any incident liable to disturb the normal progress of the sports programme, not only for yourself, but also for the entire group. Each participant shall comply with the rules of the Centre, or during a travelling open air sports programme. The UCPA reserves the right to exclude, at any time, any person whose behaviour might be considered to endanger the safety or well-being of other participants. No indemnity shall be paid in this regard. The UCPA recalls that the introduction of alcohol into a Centre is forbidden. A deposit guaranteeing correct use of premises and equipment made available to you may be requested on your arrival. This deposit shall not cover any additional costs or repair or replacement of equipment. The amount of this deposit may vary depending on the sports programme chosen and/or the sports equipment.

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## 8 - TECHNICAL AND PRACTICAL LEVELS

Sports programmes are classified by intensity criteria. Each participant shall comply with the rules of normal caution for the practice of sports activities. We strongly recommend that you consult the technical and practical levels for each activity and familiarize yourself with any mandatory documents for certain activities (medical certificate, diploma, license, insurance, etc.).

## 9 - EQUIPMENT

Equipment supplied varies from one sports programme to another. For certain sports programmes, only collective or "heavy" equipment is provided (mountain bikes, sailboards, catamarans, ropes, tents, etc.) you shall, therefore, have to verify the practical instructions on registration for the kind of individual equipment to bring (shoes, backpack, duvet, etc.).

### Important

Any sports equipment belonging to you remains your responsibility, in the event of theft or damage outside of UCPA centres, the UCPA shall not be liable in this regard. Furthermore, the UCPA shall not be liable in the event of theft or deterioration of your personal belongings occurring during a travelling open air sports programme. A deposit guaranteeing proper 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 programme chosen and / or the sports equipment. Equipment provided by the UCPA is your responsibility. In the event of deterioration, you will be liable for the amount of repair or replacement, prior to departure from the centre.

## 10 - TECHNICAL PARTNERS

For certain sports programmes (on site or travelling) the UCPA may use local technical partners. These are carefully selected for their knowledge of the practical environment. They work in accordance with our contract specifications guaranteeing UCPA safety and quality.

## 11 - TWO CONSECUTIVE SPORTS PROGRAMMES

If you embark on two consecutive sports programmes, separated by one night in two different centres, you leave the first centre as soon as your programme ends and are accommodated on your arrival at the second centre. We ask that you contact

the second centre for details of the conditions of your accommodation. The organisation and cost of transfer between the two centres is your responsibility.

## 12 - INSURANCE

The UCPA has taken out Civil Liability insurance for its participants with AXA Corporate Solutions through Cabinet LAFONT brokers. Cover for cancellation, interruption, physical accidents and death are not included in the cost of the sports programme and the UCPA strongly recommends that you take out a Multirisque Assur'Vacances, (multi-risk Holiday Insurance policy) with our partner MUTUAIDE Assistance.

If you wish to take out an Assur'vacances policy, you are requested to verify that you are not the beneficiary of an existing policy covering any of the risks covered by the new contract. If this is the case, you have a right to withdraw from this contract within 14 days from its conclusion, without incurring penalties, if all of the following conditions are fulfilled :

- you have taken out this contract for non-professional purposes ;
- this contract is in addition to the purchase of goods or services sold by the supplier ;
- you show that you are already covered for one of the incidents covered by this new contract ;
- the contract you wish to withdraw from has not been fully performed ;
- you have not declared any incident covered by this contract.

In this situation, you may exercise your right to withdraw from the contract by letter, or any other durable media, sent to the insurer of the new contract, accompanied by a document showing that you already benefit from cover for one of the incidents insured under the new contract. The insurer is required to refund the premium paid within 30 days of your withdrawal. If you wish to withdraw from your contract but do not satisfy all of the above conditions, verify the withdrawal conditions set out in your contract.

More information on :

**[www.ucpa-assurvacances.com](http://www.ucpa-assurvacances.com)**  
section "assurances".

If you have taken out additional cover (cancellation – interruption of programme, assistance- repatriation, etc.) and you wish to benefit from this, it is your responsibility to carry out the formalities with your insurer, including if you have taken out a policy with MUTUAIDE Assistance.

## 13 - COMPLAINTS

Any complaints shall be sent by recommended letter with acknowledgement of receipt, with supporting documents, stipulating your file n°, to the following address :

### UCPA

**Département Relation Client Réclamation**  
**17 rue Dumoncel - 75158 PARIS CEDEX 14**

Any complaint following departure shall be sent within a mandatory deadline of fifteen days from the date of return. Beyond this deadline, no letter shall be considered.

If you do not agree with the reply given, you may contact a mediator, according to the terms and conditions which will be provided to you on request from the address above.

## 14 - DATA PROTECTION

In application of article 27 of Law n° 78-17 of 6 January 1978, as modified, information requested is necessary for

your registration to be processed by our services. Your replies are mandatory, a failure to respond shall render your registration impossible. You have a right of access, rectification and removal of information about you. To exercise these rights, send your request by post, to the above address. Unless you advise us otherwise, the UCPA reserves the right to use this information to send you various documents (post, emails or text messages). Any contravention of the provisions of this law is set out and punishable under Articles 226-16 to 226-24 of the Criminal Code.

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