

RED SAVANNAH

BOOKING TERMS AND CONDITIONS

Your contract is with Red Savannah Ltd ("**Red Savannah**"), Company Number 07430273, whose registered office is at Reading Bridge House, George Street, Reading RG1 8LS, United Kingdom. Please read these booking terms and conditions (the "**Booking Conditions**") carefully as they, together with any specific information about your confirmed arrangements, form the basis of your contract with us.

Red Savannah provides package holidays, accommodation-only bookings, gulet and yacht charters, escorted group tours and special events. However, unless otherwise specified, these Booking Conditions apply to all types of bookings. Where the terms and conditions differ, this will be made clear to you at the time of booking.

Where we refer to "**Package Holidays**" in these Booking Conditions, we refer to a "package" within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018 (the "**Package Travel Regulations**"). In general terms, a Package Holiday is a combination of at least two of the following travel services:

- (a) public transport (such as flights, ferries, train and coach journeys);
- (b) accommodation;
- (c) motor vehicle hire; and
- (d) other tourist service(s) which are not intrinsically a part of (a) – (c).

If the combination is of (d) and only one of (a) – (c), then a Package Holiday will only be formed if (d) either:

- (i) forms an essential part of the booking; or
- (ii) accounts for a significant proportion (at least 25%) of the total value of the booking.

In order to form a Package Holiday, the relevant travel services must be selected and purchased together in a single booking with us.

For the purposes of this document, your Package Holiday booking, accommodation-only booking or gulet & yacht charter booking shall be defined as "**Your Contract**" or "**your booking**".

1. YOUR CONTRACT

- 1.1 When you make a booking with us you must be at least 18 years of age at the time of booking. The lead name on the booking will be the person responsible for the booking. The lead name guarantees that he/she understands and has the authority to accept and does accept on behalf of him/herself and all members of the party the terms of these Booking Conditions. We will only deal with the lead name in all subsequent correspondence and dealings, and this means that the lead name is responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of him/herself and the party, notifying us of any changes or cancellations and for receiving correspondence and keeping the party informed. For the avoidance of doubt, where the lead name books with us on behalf of other persons, then each of those persons will be bound by these Booking Conditions as if he or she had entered into these conditions in his or her own name.
- 1.2 Red Savannah does not itself own or provide any of the services, facilities or travel arrangements which make up your booking. These are provided by third parties with whom we arrange to provide the services, facilities or travel arrangements which make up your booking (the "**Travel Providers**").
- 1.3 All contracts with Red Savannah are made subject to the terms of these Booking Conditions and are governed by English law and the exclusive jurisdiction of the English Courts, unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court. A contract will come into existence as soon as we issue our confirmation receipt and your payment of a deposit will be regarded as a full acceptance of these Booking Conditions. Please check this confirmation carefully and let us know of any incorrect or incomplete information immediately.
- 1.4 Most airlines now require the full names of all passengers travelling. Where you are booking a Package Holiday including flights, we will therefore ask you at the time of booking to provide us with the full names and dates of birth of each member

of your party. Please ensure that these details match exactly those in the relevant passport. If they do not, the airline may refuse to carry the relevant passenger unless the original flight booking is cancelled and a new booking is made with the correct passenger details. In this circumstance, the airline may charge a cancellation fee which amounts to 100% of the original flight booking, as well as requiring full payment for the new booking. These costs will be for you to bear and Red Savannah will accept no responsibility for such costs if the error is attributable to you or another member of your party.

- 1.5 In order to provide you with the holiday that you have agreed to book with us, we may often need to contract with ad hoc third-party service providers especially on your behalf. By accepting these Booking Conditions, you hereby authorise us to enter into those third-party contracts as your agent. On your request, we will provide you with access to copies of such contracts once they have been agreed.

2. MAKING A BOOKING, PAYMENT AND CHARGES

Package Holidays

- 2.1 Before your booking is confirmed and a contract comes into existence, we reserve the right to increase or decrease brochure or website prices or to change any of the information contained in our brochure or on our website. You will be advised of the current price and any changes to such information before you book. When you make your booking you will be required to pay a deposit of 20% of the total Package Holiday cost (subject to a minimum deposit of GB£250/US\$400 per person) or any higher deposit which applies to your Package Holiday. For example, some Travel Providers may require the full cost of their services or a higher deposit to be paid in advance in order to secure a booking. This is especially the case during premium periods. If this applies to your chosen arrangements, we will advise you at the time of booking. If you are booking within 60 days of the departure date you must pay the full cost when you book. Once your deposit is received, a confirmation receipt will be sent to you detailing the balance of the price that is due. Full payment must be made at least 60 days before your departure date. If you do not pay the full balance on time, we reserve the right to cancel your travel arrangements and retain the deposit by way of cancellation charge.
- 2.2 For flight-inclusive Package Holidays, all monies you pay to a travel agent appointed by us are held by the agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at the time by the agent, or subsequently accepted from you by the agent, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. For all other arrangements, all monies paid to a travel agent are held by the agent on our behalf until they are paid over to us.
- 2.3 We may change the price of your Package Holiday after we have issued our confirmation receipt in order to pass on to you changes in: (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (ii) the level of taxes or fees on the travel services included in your booking imposed by third parties other than the Travel Providers, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) the exchange rates relevant to the Package Holiday. We shall only be able to change the price in this way if we notify you of any price increase at least 20 days before the start of your Package Holiday, together with a calculation and an explanation for this change.
- 2.4 If the price of your Package Holiday is increased by more than 8% of its total price, then you may:
- (a) accept and pay for the price increase;
 - (b) reject the price increase and terminate your Package Holiday with a full refund; or
 - (c) reject the price increase, terminate your Package Holiday and take an alternative one if we decide to offer this. If you decide to take an alternative Package Holiday, we will inform you of its impact on the price of your booking. If the alternative Package Holiday is of a lower quality or cost, you may be entitled to a price reduction in accordance with Clause 7 below.
- 2.5 We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the price increase. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the Package Holiday and provide you with a refund.
- 2.6 If you decide to reject the price increase and terminate your Package Holiday with a full refund, you may also be entitled to compensation in accordance with Clause 7 below.
- 2.7 You will be entitled to a price reduction corresponding to any decrease in the costs described in Clause 2.3 above which occur after you have booked but before the start of your Package Holiday, although we will be entitled to deduct our administrative expenses as part of this process. You are entitled to ask for a breakdown of these administrative expenses.

2.8 Please note that in compliance with the wishes of the owner or management team of the villa property which may form part of your Package Holiday booking, a damage deposit may be required to cover any damage made at the villas during the time that they will be occupied by you and your party on your holiday. In such cases, rather than taking cash deposits for these we ask for credit card details in order to pre-authorise an amount to the value of 20% of your booking. In some exceptional cases, owners may ask for a cash deposit. We may also charge the same credit card (or deduct from the cash deposit) any other charges and fees which are specified in these Booking Conditions.

Accommodation-only Holidays

2.9 Before your booking is confirmed and a contract comes into existence, we reserve the right to increase or decrease brochure or website prices or to change any of the information contained in our brochure or on our website. You will be advised of the current price and any changes to such information before you book.

2.10 When you make your booking you will be required to pay a deposit of 30% of the total cost per person (subject to a minimum deposit of GB£250/US\$400 per person) or any higher deposit which applies to your accommodation. Some accommodation providers require higher deposits to be paid to secure bookings during peak periods. If this applies to the accommodation which you have chosen, we will advise you at the time of booking. If you are booking within 60 days of the departure date you must pay the full cost when you book. Once your deposit is received, a confirmation receipt will be sent to you detailing the balance of the price that is due. Full payment must be made at least 60 days before your departure date. If you do not pay the full balance on time, we reserve the right to cancel your travel arrangements and retain the deposit by way of cancellation charge. All monies paid to a travel agent are held by the agent on our behalf until they are paid over to us.

2.11 Please note that the cost of your accommodation does not include any extra chargeable services that you may use whilst at the accommodation. These are payable by you directly to the accommodation provider before you leave the accommodation.

2.12 Please note that in compliance with the wishes of the owners or management teams of all the villa properties in our portfolio, a damage deposit is required to cover any damage made at the villas during the time that they will be occupied by you and your party on your holiday. Rather than taking cash deposits for these we ask for credit card details in order to pre-authorise an amount to the value of 20% of your booking. In some exceptional cases owners ask for a cash deposit. We may also charge the same credit card (or deduct from the cash deposit) any other charges and fees which are specified in these Booking Conditions.

Gulet & Yacht Charters

2.13 Before your booking is confirmed and a contract comes into existence, we reserve the right to increase or decrease brochure or website prices or to change any of the information contained in our brochure or on our website. You will be advised of the current price and any changes to such information before you book.

2.14 When you make your booking you will be required to pay a deposit of between 25%-50% of the total cost of the charter, to be specified at time of quotation (subject to a minimum deposit of GB£250/US\$400 per person) or any higher deposit which applies to your vessel. Some boat owners require higher deposits to be paid to secure bookings during peak periods. If this applies to the vessel which you have chosen, we will advise you at the time of booking. If you are booking within 60 days of the departure date you must pay the full cost when you book. Once your deposit is received, a confirmation receipt will be sent to you detailing the balance of the price that is due. Full payment must be made at least 60 days before your departure date. If you do not pay the full balance on time, we reserve the right to cancel your travel arrangements and retain the deposit by way of cancellation charge. All monies paid to a travel agent are held by the agent on our behalf until they are paid over to us.

2.15 Please note that the cost of your yacht charter does not include any extra chargeable services that you may use during the charter. These are payable by you directly to the captain before you disembark the vessel for the final time.

2.16 On occasion, an Advanced Provisioning Allowance (APA) will be required, typically between 20%-30% of the price of the charter. This is an advance payment to cover the cost of fuel, food and beverages, docking and marina fees and any other additional expenses incurred during the charter. If an APA is required, we will collect this from you with your final balance. In the event that the APA exceeds the provisioning costs incurred during your charter, the balance will be returned to you on disembarkation. In the event that the APA is not sufficient to cover the provisioning costs incurred during your charter, you will be required to pay the additional costs to the captain before you disembark the vessel for the final time.

2.17 On occasion, in compliance with the wishes of the owners or management teams of all the vessels in our portfolio, a damage deposit may be required to cover any damages made to the vessel during the time that it will be occupied by you on your holiday. In such instances, rather than taking cash deposits for these we ask for credit card details in order to pre-authorise an amount to the value of the deposit required. In some exceptional cases owners may ask for a cash deposit, which we will collect from you with your final balance. This deposit may be used in, or towards, discharging any damage or liability that you may incur under any of the provisions of this agreement.

Escorted Tours with Set Departure Dates

- 2.18 Escorted tours with set departures are subject to minimum numbers and as such we reserve the right to cancel the set departure if the minimum numbers have not been achieved by a date notified to you at the time of booking. Therefore, the first deposit taken for set departures will be regarded as a registration fee. Final arrangements will be confirmed subject to minimum numbers on or before the 'notified date' when an additional deposit may be payable. In the unlikely event that your selected holiday fails to achieve minimum numbers, you will be refunded your registration fee in full. We may also propose a supplementary charge to enable the tour to operate, subject to your agreement, or we will endeavour to propose an alternative tailor-made journey.

3. IF YOU WANT TO CHANGE OR CANCEL YOUR HOLIDAY

Change or addition to your holiday

- 3.1 If you want to change any part of your holiday arrangements after the confirmation receipt has been issued we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the lead name, or his or her travel agent. If it is possible to make the change, you will be asked to pay an administration charge of GB£50/US\$75 for each element changed, and any further costs incurred as a result of the change. You should be aware that these costs could increase the closer to the departure date that changes are made. If you would like to make changes once your travel arrangements have commenced, then we will do our best to accommodate such requests at our discretion, and you will be required to pay an administration charge of GB£100/US\$150 for each element changed and any further costs incurred as a result of the changes. You should be aware that changing one element of your travel arrangements may have a knock-on effect on other elements of your travel arrangements and the administration charge will be applied to each element that requires change as a result of any change request.
- 3.2 Please note that airlines and other transport providers normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of their fare.

Transferring bookings - only applicable to Package Holiday bookings

- 3.3 If you have booked a Package Holiday and you no longer wish, or you are unable, to travel, and you wish to transfer your Package Holiday booking to another traveller, you may only do so in accordance with the terms and conditions set out in Clause 3.4 below.
- 3.4 If you have booked a Package Holiday (only), you may transfer your holiday to another person who satisfies all the conditions applicable to the holiday, subject to you and the other person accepting that you will both be liable, jointly and individually, for full payment of any balance due to be paid and any fees, charges or other costs arising from the transfer. These will include our administration charges (we charge an administration charge of GB£100/US\$150 per person) and those of our Travel Providers. In order to take advantage of this possibility, you must contact us at the details set out in Clause 24.1 below. You will need to give us reasonable notice of this change so that we can make the necessary arrangements. Please note that airlines may treat a transfer of booking as a cancellation and rebooking. The airline may therefore charge a cancellation fee which amounts to 100% of the original flight cost, as well as requiring full payment for the new booking. Red Savannah will pass these costs on to you and/or the new passenger under the terms of this clause. Please also note that some airlines may not permit a passenger to transfer the flight booking to a person of his/her choice. The airline may treat the request as a cancellation and give other persons priority over the available seat. In this circumstance, we will endeavour to source an alternative flight for the new passenger, the cost for which will be for you and/or the new passenger to bear. We will not refund or compensate you if the changes made to your booking mean that certain elements of the booking will be unused, for instance if you travel on a later flight and this means that you do not use the first night of your accommodation booking.

Selling / reselling your booking or holiday

- 3.5 You are not permitted to sell, resell or advertise for sale your booking to another person. If you do so, we shall be entitled to treat your booking as having been cancelled by you and the terms of Clause 3.6 shall apply.

Cancelling your holiday

- 3.6 If you or anyone in your party decides to cancel the travel arrangements at any time, we must receive written notification as soon as possible from the lead name or a travel agent on your behalf. Any notification by telephone must also be confirmed in writing or by e-mail within 24 hours by the lead name. Cancellation will take effect from the day we are notified provided that written confirmation is received by us within 24 hours of the original notification. Since we incur costs in cancelling your travel arrangements, the lead name will have to pay the applicable cancellation charges as set out below, depending on when the notification of cancellation is received before the departure date.

Package Holidays		Accommodation-Only Holidays / Gulet & Yacht Charters	
Prior to 61 days:	deposit forfeited;	Prior to 61 days:	deposit forfeited;
60 - 46:	30% of total holiday cost or deposit if higher	Less than 60 days	100% of total holiday cost
45 - 35:	60% of total holiday cost or deposit if higher		
34 - 8:	90% of total holiday cost		
Less than 8 days:	100% of total holiday cost		

- 3.7 Please note, however, that higher cancellation charges may apply to some arrangements. For example, some airlines require the full cost of a flight to be paid when a booking is made and this may not be refundable if you cancel. At peak periods, such as Christmas, some accommodation providers require a non-refundable deposit of more than 30% of the total cost to be paid to secure a booking. If this applies to your arrangements, we will let you know at the time of booking and we will also advise you of the cancellation charges which apply. It is a requirement that you take out full travel insurance for you and all members of your party, which will in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees.
- 3.8 In addition to the cancellation right set out above, for Package Holidays only, you shall have the right to cancel your booking before the date of departure without paying any cancellation charge in the event of unavoidable and extraordinary circumstances (which is described in Clause 5 below) ("**Unavoidable and Extraordinary Circumstances**") occurring at the place of destination or its immediate vicinity and we have confirmed to you that they will significantly affect the performance of the Package Holiday or the carriage of passengers to the destination. If you cancel in this circumstance, we shall provide you with a full refund of any payments made in relation to your booking (less any credit card fees, foreign exchange losses, bank charges or non-recoverable payments already made to our Travel Providers) but you will not be entitled to compensation or any of the rights set out in Clause 7 below. Please note that some elements of your Package Holiday (e.g. international and domestic flights) will only be refunded to you when Red Savannah receives reimbursement from the relevant Travel Provider (e.g. in the case of flights, from the relevant airline). Please further note that certain Travel Providers may provide you with a refund by way of a credit note or voucher to be used at a future date.

4. IF WE WANT TO CHANGE OR CANCEL YOUR HOLIDAY

If we change your holiday before your departure

- 4.1 We hope and expect to be able to provide you with all the accommodation and/or services we have confirmed to you at the time of booking but please bear in mind that these are provided by independent Travel Providers over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor and we will advise you or your travel agent of them wherever possible. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating any flight booked with us. We do this by stating the carrier on your booking confirmation documents. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward or return flight by less than 12 hours, changes to aircraft type or change of your accommodation to another of the same standard and any and all measures similar to those set out in Clause 8 of these Booking Conditions.
- 4.2 Occasionally we have to notify customers of a significant change that we are constrained to make to the main characteristics of their holiday, or where we cannot fulfil any of your special requirements which we have accepted. Significant changes include (but are not limited to) a significant change of destination; a change in accommodation to that of a lower category; a change in the time of your departure or return flight by more than 12 hours; a change of UK departure airport (excluding changes between London airports).
- 4.3 In the unlikely event that we have to make a significant change to your travel arrangements, we will tell you as soon as reasonably possible. You will then have the option to:
- accept the proposed change. If this results in a holiday of lower quality or cost, you may be entitled to a price reduction in accordance with Clause 7 below;
 - reject the proposed change and terminate your holiday with a full refund; or
 - reject the proposed change, terminate your holiday and take an alternative one if we decide to offer this. If you decide to take an alternative holiday, we will inform you of its impact on the price of your booking. If the alternative holiday is of a lower quality or cost, you may be entitled to a price reduction in accordance with Clause 7 below.

- 4.4 Where possible, we will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the change. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the holiday and provide you with a refund.
- 4.5 If you decide to reject the proposed change and terminate your holiday with a full refund, you may also be entitled to compensation in accordance with Clause 7 below. Where a Package Holiday has been booked, you will also be entitled to minimum compensation as detailed below unless the change occurs as a result of Unavoidable and Extraordinary Circumstances.

Period before departure within which a significant change is notified to you or your travel agent	Compensation Per Person
More than 60 days:	NIL
60 - 46 days:	GB£20/US\$30
45 - 35 days:	GB£30/US\$50
34 - 15 days:	GB£40/US\$65
14 - 0 days:	GB£50/US\$75

Any children not paying the full adult fare will receive 50% of these amounts.

- 4.6 In the case of accommodation-only bookings we will not be responsible to pay any compensation following a change by us. However, in addition to the alternatives set out at Clause 4.3 above, we may also offer you replacement accommodation of a higher standard than your original booking. In this event please note that you will be required to pay the increase in cost if the replacement is advertised at a higher price than your original booking.
- 4.7 In the case of gulet & yacht charters, we will not be responsible to pay any compensation following a change by us. If the owner of the vessel fails to deliver the vessel to you at the agreed time and place, or in the event that it is unable to put to sea, then the owner shall have a period of up to 48 hours to deliver or fix the vessel before the provisions set out at Clause 4.3 above come into force. You will be entitled to a refund of the cost of the charter at a pro rata daily rate or, if it be mutually agreed, the owner shall allow a pro rata extension of the charter period. In addition to the alternatives set out at Clause 4.3 above, we may also offer you a replacement vessel of a higher standard than your original booking. In this event please note that you will be required to pay the increase in cost if the replacement is advertised at a higher price than your original booking.

Changes due to Unavoidable and Extraordinary Circumstances

- 4.8 We will not be liable to pay any compensation if we are forced to cancel or in any way change your travel arrangements as a result of Unavoidable and Extraordinary Circumstances.

If we cancel your booking

- 4.9 On rare occasions, we may have to cancel your booking and we reserve the right to do so. However (subject to Clause 4.11 below) we will not cancel your booking within 60 days of departure unless it is for a reason outside our control or failure by you to pay the final balance on time. If we have to cancel your booking in circumstances other than your failure to pay, we will offer you:
- (a) alternative travel arrangements of comparable standard and price, if available;
 - (b) travel arrangements of a lower standard and a refund of the difference in price; or
 - (c) a full refund of all monies paid.

In the event that you choose an alternative arrangement, these Booking Conditions will still apply to that alternative booking.

- 4.10 Compensation as offered for 'significant changes' will also be paid for Package Holidays unless the holiday is cancelled because you have failed to pay on time or as a result of Unavoidable and Extraordinary Circumstances. However, no compensation is payable if the holiday is an escorted or group tour which may be cancelled by us before departure because the number of persons who agreed to take it is less than the minimum number required for that particular travel arrangement and you are informed of the cancellation in writing within the period indicated in the description of the booking.
- 4.11 In the case of accommodation-only bookings and gulet & yacht charters, we will not be responsible to pay you compensation following a cancellation by us, nor shall we be liable for any amendment or cancellation fees you incur in terms of other arrangements you have made under separate contracts with third parties. However, in addition to the alternatives set out at Clause 4.9 above, we may also offer you replacement accommodation or a replacement vessel of a higher standard than your original booking. In this event please note that you will be required to pay the increase in cost if the replacement is advertised at a higher price than your original booking.

5. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- 5.1 In these Booking Conditions, where we refer to Unavoidable and Extraordinary Circumstances, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.
- 5.2 This may cover for example warfare, other serious security problems such as terrorism, any law, order or announcement by a government or local authority, any significant risks to human health such as the outbreak of a serious disease at the travel destination (including pandemics or epidemics), or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in Your Contract, or the insolvency of a Travel Provider (if suitable alternatives are not available).
- 5.3 Except as otherwise set out in these Booking Conditions, we will not be liable to you for any failure to provide your travel arrangements, or for any changes or cancellations made, as a result of Unavoidable and Extraordinary Circumstances.

6. OUR RESPONSIBILITY FOR THE PERFORMANCE OF YOUR HOLIDAY

Package Holidays

- 6.1 We do not own or provide any of the services, facilities or travel arrangements which make up your Package Holiday. These are provided by third-party Travel Providers whom we arrange to provide the services, facilities or travel arrangements which make up your Package Holiday. We have a legal duty to exercise reasonable skill and care in making the arrangements for the Travel Providers to provide the services, facilities and travel arrangements to you.
- 6.2 We also have a liability to you for the performance of the travel services included in your Package Holiday under the Package Travel Regulations, irrespective of the fact that such travel services are to be performed by the Travel Providers.
- 6.3 You must tell us immediately of any failure to perform or improper performance of your Package Holiday ("**Failure**") (e.g. where any part of your Package Holiday booking is not as advertised by us, or is not of the standard described). This will give us the opportunity to resolve the Failure whilst you are on your holiday. If we refuse to do so, or if it is necessary to remedy the Failure immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a price reduction or compensation in accordance with Clause 7. It is important that you notify us of a Failure and give us a reasonable period of time to resolve the Failure. If you do not do so, and instead make your own arrangements without consulting us, Red Savannah will not be liable for the costs incurred by such action. In particular, if you decide to move to other accommodation, you shall be liable for the full cost of cancelling the original accommodation and the cost of the new accommodation.
- 6.4 Please note that the measures set out in Clause 8 are those required to manage the risk of COVID-19 as part of a normal safety management system. By making a booking with us, you agree that their existence shall not be considered as any form of Failure.
- 6.5 If a significant proportion of the travel services included in your Package Holiday cannot be provided as agreed in the booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the Package Holiday. The alternative arrangements shall, where possible, be of equivalent or higher quality than those specified in your booking. Where they are of lower quality you will be entitled to a price reduction as described in Clause 7 below. You may only reject the alternative arrangements we offer to you if they are not comparable to what was agreed in the booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with Clause 7.
- 6.6 If a Failure substantially affects the performance of the Package Holiday, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your Package Holiday or terminate your booking without paying a termination fee. If you decide to terminate, and your Package Holiday includes carriage to the destination, in order to repatriate you (and your party), without undue delay, back to your place of departure, we will offer to pay for:
- (a) (where the ticket is flexible and allows for changes and both the original and new booking is made by Red Savannah), the airline ticket amendment fees; or
 - (b) (where air tickets are non-changeable / non-refundable and both the original and new booking is made by Red Savannah), one-way economy class tickets.
- 6.7 You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with Clause 7. These rights shall only arise if you have first complied with your obligation to notify us of any Failure in accordance with Clause 6.3 above.

If you do not do so, Red Savannah shall not be liable for the costs incurred by you, including the costs of cancelling the original arrangements and the cost of any new arrangements.

- 6.8 If we are unable to ensure your return to your place of departure as agreed in your Package Holiday because of Unavoidable and Extraordinary Circumstances, in the first instance you must claim on your travel insurance policy or, if no cover is included, on any other insurance policy you have which covers costs of additional accommodation (and other costs) until you are able to return. In the event that your insurance does not cover this risk, we may, subject to reviewing evidence of your rejected claim(s), bear the costs of providing you with necessary accommodation, of equivalent or lower category, for a period not exceeding three nights per passenger. This limitation shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we had been notified of their particular needs at least 48 hours before the start of the Package Holiday.
- 6.9 If a longer period of accommodation than that referred to in Clause 6.8 above is provided for in Union passenger rights legislation (as described in the Package Travel Regulations) concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described in Clause 6.8 in the event of Unavoidable or Extraordinary Circumstances, then the limits set out in such legislation will apply instead.

Accommodation-only and Gulet & Yacht Charters

- 6.10 If you have cause for complaint whilst on holiday, you must bring it to the attention of our local representative or agent and the relevant Travel Provider immediately. They will endeavour to rectify the situation and put things right. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If you do not raise concerns immediately, this may affect our ability to investigate and take remedial action and it may impact on the way your complaint is dealt with.
- 6.11 If a problem is not resolved during your holiday, you should make a complaint to our Client Relations Department at Red Savannah Ltd, Eagle Tower, Montpellier Drive, Cheltenham, Gloucestershire GL50 1TA within 28 days of your return home. Please remember to quote your holiday booking number, telephone number and any other relevant information. We will reply to you within 28 days of receipt of your letter.

7. OUR COMMITMENT TO YOU FOR YOUR HOLIDAY ARRANGEMENTS

Package Holidays

- 7.1 You will be entitled to an appropriate price reduction for any period during which there is a Failure, unless the Failure is attributable to you.
- 7.2 You shall be entitled to receive appropriate compensation from us for any damage you sustain as a result of a Failure (including for personal injury) except where the Failure is:
- (a) attributable to you;
 - (b) attributable to a third-party unconnected with the provision of the travel services included in the Package Holiday and is unforeseeable or unavoidable; or
 - (c) due to Unavoidable and Extraordinary Circumstances.
- 7.3 We shall not be liable to pay compensation to you in connection with your Package Holiday where there are international conventions which limit the extent or the conditions under which compensation would have to be paid by one of our Travel Providers. These same limitations will apply to us and in an identical manner as if such limitations applied directly to us. These international conventions include (but are not limited to) the Montreal Convention in respect of travel by air (and all earlier related conventions), the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980), the Geneva Convention in respect of travel by road and the Paris Convention in respect of the provision of accommodation. We shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements which make up the Package Holiday. Please ask us for copies of these international conventions if you would like to see them.
- 7.4 Our liability will also be limited in accordance with the contractual terms or 'conditions of carriage' of any company that provides the transportation for your travel arrangements or suppliers of other services such as accommodation or activities (i.e. the Travel Providers). These terms are incorporated into this contract and may limit or exclude liability. Copies can be obtained from our offices or the offices of the relevant Travel Provider.
- 7.5 Our liability to you in connection with your Package Holiday shall be limited to a maximum of three times the cost of your Package Holiday, except in cases involving death, injury or illness where we or our Travel Providers have caused such damage intentionally or with negligence.

- 7.6 If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.
- 7.7 Except as set out above, we accept no liability for any claims, losses, expenses, damages or liability for your Package Holiday, except in cases involving death, injury or illness where we have caused such damage with negligence.
- 7.8 With respect to any claims arising from this agreement or your relationship with us, you shall have no recourse to Travel & Leisure or to Meredith Corporation.

Accommodation-only and Gulet & Yacht Charters

- 7.9 Where you book accommodation or a vessel which is advertised in our brochure or on our website, we have a duty to select the accommodation / vessel provider with reasonable skill and care. We have no liability to you for the actual provision of the accommodation / vessel, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation / aboard the vessel or any acts or omissions of the provider or any other third-party. We also have no liability in the following situations:
- (a) where the accommodation / vessel cannot be provided as booked due to Unavoidable and Extraordinary Circumstances;
 - (b) where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you;
 - (c) where you incur any loss or damage that relates to any business activity;
 - (d) where any loss or damage relates to any services which do not form part of our contract with you;
 - (e) where any loss or damage arises out of or is connected with the matters described in Clause 8;
 - (f) where the accommodation / vessel is not advertised in our brochure or on our website but has been selected by you and booked by us on your behalf and at your request; or
 - (g) where the accommodation / vessel is not advertised in our brochure or on our website but has been found by us (but not inspected) and booked by us as your agent, on your behalf and at your request.
- 7.10 If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of twice the cost of your accommodation. This limit does not apply to cases involving death or injury.

8. COVID-19

- 8.1 We both acknowledge and agree that the COVID-19 pandemic has affected travel throughout the world and that we both have responsibilities to comply with various laws, regulations and guidance issued by governmental or regulatory authorities which seek to manage the risks caused by COVID-19 and any other viruses, illnesses or health risks. In the light of these risks, it is a condition of booking with us that you obtain travel insurance which includes cover against any COVID-19 issues or incidents which may affect or curtail your booking.
- 8.2 You acknowledge that laws, regulations and the Travel Providers providing your Package Holiday, accommodation-only or gulet & yacht charter booking (such as airlines, train operators, cruise operators, hoteliers and other Travel Providers) may require you and employees of your Travel Providers to comply with various measures which have been introduced to manage the risk of COVID-19. These may include (without limitation) a requirement to undergo temperature checks, provide health information or certificates, wear personal protective equipment such as face-masks and gloves and abide by social distancing requirements. There may also be limitations on the number of persons who may use facilities or services at any particular time, limitations on the availability of certain facilities and services (e.g. food and drinks services at your accommodation or on your vessel may be reduced, pools may be closed etc.), requirements to pre-book facilities and services, sanitisation and other hygiene requirements.
- 8.3 You also acknowledge that certain Travel Providers, ports, airports, border control or other third parties may require you to undertake certain health formalities or satisfy other requirements aimed at managing the COVID-19 risk as a condition to you travelling, departing, entering or residing in a particular place. You agree that it is your obligation to obtain details of these requirements ahead of your travel departure date and comply with and satisfy these requirements. If you fail to meet these requirements, or refuse to complete them, you may be denied boarding, exit, entry or the use of some other facility or service which forms part of your booking. We shall not be liable to you for any refunds or compensation in relation to such matters.
- 8.4 You also acknowledge that certain countries may impose quarantine or self-isolation measures upon travellers, whether in the place of destination or upon return.
- 8.5 We strongly recommend that you familiarise yourself with the advice from your national authority for overseas travel before departing. In the UK, the Foreign, Commonwealth & Development Office's latest advice for travel to other countries is available at www.gov.uk/foreign-travel-advice.

- 8.6 You agree to notify us immediately if you test positive for COVID-19 at any time after you make your booking with us, if you consider that you may have COVID-19 symptoms or if you become aware that you may have come into close contact with someone who has tested positive for COVID-19 or who may have COVID-19 symptoms. We may share this information with the relevant Travel Providers for your booking in accordance with the terms of our privacy policy.
- 8.7 If you notify us before travelling, and we (or the relevant Travel Providers) conclude that you are no longer able to travel because of the COVID-19 risk, then your booking will be treated as having been cancelled by you and our standard cancellation charges will apply. We will, however, explore with you whether it is possible for you to postpone your booking to a later date, which may incur further charges. It might also be possible for you to transfer your booking to another person, subject to the terms of transfer set out in these Booking Conditions.
- 8.8 If you notify us during travel, you acknowledge that we or your Travel Providers (or local laws and regulations) may require you to follow certain measures designed to manage the risk of COVID-19 and may refuse to provide you with the relevant service(s). You may, for instance, be required to self-isolate for a period of time. You agree to comply with these requirements. In this instance, we will provide you with such reasonable assistance as we are able to in the circumstances. However, we will not be responsible for meeting any costs incurred by you or for refunding or compensating you for the curtailment of your booking, cancelled or rebooked transportation, additional accommodation or other associated costs you incur in connection with the same.
- 8.9 We both agree that the measures set out above are a necessary part of keeping you, other travellers, employees and the public safe while you are on holiday. You are making your booking in full knowledge that such measures are likely to be a part of your Package Holiday, accommodation-only or gulet & yacht charter booking and do not amount to minor or significant changes to your booking, nor do they (in respect of Package Holidays) amount to any Failure.
- 8.10 We shall have no liability to you for any refunds, compensation, losses, costs, expenses or damages you incur in connection with the matters described above or if you are unable to travel or make use of all or part of your booking because of these matters. These are risks which you must protect through obtaining comprehensive travel insurance.
- 8.11 Please note that the terms of this clause shall also apply to any other strains of Coronavirus and any other viruses, illnesses or health risks which may affect your booking or our (or our Travel Providers', or other suppliers') ability to perform the travel services or Package Holiday you have booked.

9. CONDUCT

- 9.1 When you make a booking through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour is such, in the reasonable opinion of us or our Travel Providers, as to cause or to be likely to cause danger, upset, disruption or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) you may incur as a result of your travel arrangements being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation provider or any third-party as a result. Criminal proceedings may also be instigated.
- 9.2 Any accommodation we arrange for you (including access and use of any accommodation facilities such as swimming pools, indoor and outdoor dining areas and other areas of the property, including annexes, guest houses or other external areas which form part of, or are connected to, the accommodation property) must be used only by the people specified on your booking confirmation receipt. You are not allowed to share the accommodation or any of the accommodation facilities with people who are not listed on your booking confirmation receipt ("**Unauthorised Persons**"). These provisions shall also apply to any Unauthorised Persons discovered on gulets, yachts or other vessels. Unauthorised Persons are also not permitted to stay at the accommodation, or sleep on the vessel, or be present at the accommodation / on the vessel for the full duration of your booking. If we, or members of staff of the property management teams or owners of the vessel, discover that Unauthorised Persons are, or have been, present at the accommodation or vessel and / or have used any of the accommodation / on-board facilities, without prior written approval from the owner or manager, we reserve the right, in our sole discretion, to either:
- (a) terminate the travel arrangements and cancel your booking. In such circumstances, we shall be under no obligation whatsoever to pay you a refund, compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) you may incur as a result of your travel arrangements being terminated; or
 - (b) charge a pro-rated daily fee for each Unauthorised Person discovered on the accommodation premises or vessel and / or using the accommodation or on-board facilities.

The pro-rated daily fee shall be calculated by dividing the total value of the accommodation or vessel booking with the maximum occupancy of the accommodation (or vessel) and the number of days in the booking. For instance, if the cost of the accommodation booking is GB£ / US\$15,000 for one week and maximum occupancy is 12 people, the daily pro-rated fee shall be calculated in the following way: $(15,000 / 7) / 12 = \text{GB£ / US\$179}$ per Unauthorised Person.

Any daily fees incurred may be charged to the pre-authorized credit card / cash deposit taken as is set out in Clauses 2.8, 2.12 or 2.17 (as relevant).

9.3 The accommodation provider may require a deposit to be paid as security against the costs of repairing or replacing items damaged during your party's stay at the accommodation. We may take this deposit on behalf of the accommodation provider and, where we do so, we shall take this deposit as an agent for the accommodation provider. In the event of any disagreement or dispute about whether the accommodation provider may retain any part of the security deposit towards repairing or replacing items, we may intermediate between you and the accommodation provider, but ultimately it will be a matter for you to determine and pursue as against the accommodation provider.

9.4 In instances where the accommodation provider or the owner of the gulet / yacht has put in a claim for damages, and we are acting as an intermediary between you and said provider / owner in seeking to resolve the claim, we shall charge an administration fee of GB£250 / US\$300 for doing so. This shall apply in addition to any charges which may be made for the damage itself. You agree that we may charge this fee to the pre-authorized credit card / cash deposit taken as set out in Clauses 2.8, 2.12 or 2.17 (as relevant).

10. PASSPORTS, VISA, IMMIGRATION AND HEALTH REQUIREMENTS

10.1 Your specific passport and visa requirements, and other immigration and entry requirements, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. The passport, visa, entry requirements at your destination and health requirements at the time of booking can be viewed on the Foreign, Commonwealth & Development Office website (www.gov.uk/foreign-travel-advice). You will need a full ten-year passport with at least six months unexpired which has an adequate number of blank pages to meet the visa requirements of any country which you are planning to visit. We do not accept any responsibility and will not make any refunds if you cannot travel because you have not complied with any passport, visa or immigration requirements, if you are refused a visa, or if you have lost or mislaid any necessary documents. You should also contact your doctor or a specialist vaccination centre for details of any measures you may need to take prior to departure and on your return to the UK.

10.2 If you suffer from any illness or disability, please let us know before you book and we will do our best to assist you in choosing a holiday that will meet your requirements. Unfortunately, many countries still lack even the simplest facilities such as lifts or ramps for wheelchairs and their standards of health, safety and infrastructure may not be the same as those in the UK. Some accommodation, such as, for example, game lodges, may be far from any hospital or medical assistance. In order to help you, we must be provided with full written details regarding any disability or illness from which you or any member of your party may suffer and any special requirements which you may have. If these requirements change before your departure you must inform us. If you fail to inform us prior to departure of any disability or illness that you or any member of your party may have, the costs of any special requirements that you may have during your trip or of any alterations that might need to be made to the confirmed holiday arrangements will need to be met by you and paid for locally.

10.3 If you are planning an activity or adventure holiday, you must be fit enough to participate and we may require written confirmation from your doctor that this is the case. You are responsible for taking all reasonable steps to ensure your own safety and that of other members of your group.

11. EXCURSIONS

11.1 When booking a Package Holiday, please note that excursions, escorted or other tours that you may choose to book or pay for whilst you are on holiday are not part of your Package Holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

12. TRANSPORTATION

12.1 This brochure/website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit, the transportation providers mentioned herein or any transportation provider whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

- 12.2 Flight and other transportation times are given for guidance only. They may change due to air traffic control restrictions, weather conditions, operational or maintenance requirements or the requirement for passengers to check in on time. Unless your transportation is purchased from us and part of a Package Holiday, we are not liable if there is any change to a departure/arrival time previously given to you or shown on your ticket or for any other alteration to your transportation by the provider. When a sector of a flight itinerary is not utilised by you without contacting the carrier directly any remaining sectors may be cancelled without notification. If this occurs, we are unable to accept responsibility for any costs incurred. Please note that you should check in as early as possible as flights and other transportation cannot be held up for passengers arriving late and no responsibility will be accepted by us or the transportation provider in such cases.
- 12.3 Unless we confirm to the contrary, we have no control over the airlines' allocation of seats and if you have particular seat requests you should check in as early as possible.
- 12.4 A flight described as "direct" will not necessarily be non-stop. A direct flight is one where there is no need to change aircraft during the journey.
- 12.5 Under European law ((EC) Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at European airports and are available from airlines. Reimbursement in such cases is the responsibility of the airline and not Red Savannah.
- 12.6 You are responsible for arriving at stated departure times and places and any loss or damage which you suffer through your failure to do so lies with you. We have no liability whatsoever to you through your failure to do so. We cannot accept responsibility and no credit or refunds will be given for any failure on your part to take up any component of your holiday. No credits or refunds will be given for lost, mislaid or destroyed travel documents.

13. ADDITIONAL POINTS SPECIFIC TO VILLA RENTAL BOOKINGS

Usual Villa Rental Inclusions

- 13.1 Please note that the rental of the property and its gardens is usually per week, and includes utilities (unless indicated otherwise), pool towels and linens. Your villa rental may also include other items if these are listed in the particulars for the villa described on the Red Savannah website. You will be able to contact a Red Savannah representative by telephone in case of emergency.

Exclusions

- 13.2 Unless otherwise indicated in the villa particulars on our website, the cost of your villa rental booking will not include: the cost of meals, beverages or sightseeing not specified above, gratuities for staff, personal expenses such as telephone / internet charges and laundry, cook / nanny, cot linen, heating and / or air-conditioning, pool heating, travel insurance, excess baggage charges, airfares or airport taxes, optional activities, local tourist tax, any Government levies or taxes introduced after the publication of the relevant brochure and website, car rental or transportation to and from the property and anything else which is not specifically included in the description for the villa given on our website. Telephone, internet, fax, heating, air-conditioning and pool heating charges are charged separately and will therefore be payable locally by you on departure. You will be required to pay these charges in cash.

Extra Services

- 13.3 The Red Savannah team will be happy to arrange further services (including a chef), sightseeing and activities according to your request. Please note that, if we make such bookings, we will not be providing the services ourselves and our only role will be to arrange the booking of the third-party services as your agent. As such, we shall not accept any liability for any failure or perform, or improper performance, of the service by the third-party. We shall only be responsible for making the booking accurately in accordance with your instructions. Please note that, in order to make such arrangements on your behalf, we may charge you an additional fee. If additional fees do apply, we will inform you in advance of making the booking(s). It is strongly recommended that any extra services are booked well in advance of your holiday to ensure availability. If you cancel any additional services which we have booked for you, and on your behalf, within 60 days of departure, you will still be charged in full for those services unless we have agreed other arrangements with you separately. We can arrange chef services on your behalf at most villas. However, these services are subject to availability and cannot be guaranteed. Please be aware that Red Savannah may not have any prior knowledge or experience of the relevant chef's skills, standards, or the quality of his/her food. Red Savannah will therefore not be responsible or liable for any unsatisfactory catering experiences. Whilst all efforts will be made to communicate food preferences and intolerances, Red Savannah cannot be held responsible for any adverse reactions to meals provided at the villa, including allergies or intolerances, even if declared in advance. These are matters which you must communicate to the chef upon arrival.

Minimum Letting Periods

- 13.4 During high season, the minimum letting period for a villa is seven nights. However, in low and mid seasons, you may be able to rent some villas for shorter stays. Please contact us for details. Most villas are predominantly available for rental from Saturday to Saturday. Any villas with an alternative start day will be signalled at time of booking. Certain properties are only available for a minimum rental period of two weeks or longer. If this is the case for the property you have chosen, this will be brought to your attention at the point of enquiry.

Maximum Number of Guests and Unauthorised Persons

- 13.5 Each property has a maximum capacity and you shall not at any time during the rental period permit more than the maximum number of guests allowed to occupy the property. Any accommodation we arrange for you must be used only by the people specified on your confirmation receipt. Failure to comply with this requirement may result in the consequences described in Clause 9.2.

Your Safety & Protection

- 13.6 The safety standards and regulations are those of the country you are visiting. As a result, you must ensure that you move around carefully when in unfamiliar buildings or surroundings, and you must ensure that you get to know the escape route from your property in case of fire. Properties may include "hazards" such as open staircases, unfenced areas (including swimming pools), mezzanines, open drops etc, and it is imperative that your party take responsibility for their own security and safety. As with any property, in any location, there is a small risk of burglary. Where provided, you must take advantage of burglar alarms and safes and take every sensible precaution against theft and burglary. Any valuables left at the property are left at your own risk. Neither Red Savannah nor the property owner nor our agents can take responsibility for any loss or damage.

Swimming Pools

- 13.7 The majority of our properties have swimming pools, which are not supervised. Some swimming pools have safety features such as pool alarms, covers and fences, but not all. You must familiarise yourself thoroughly with the depth of the pool and how to get in and out, and exercise safety and caution at all times, especially with children and non-swimmers. Please note, diving is not permitted. Children and non-swimmers are your responsibility at all times. Swimming pools are usually made available between mid-May and mid-September in Europe. In Low Season swimming pools are usually closed. Please note that if your rental falls outside high season (usually early June to end August in Europe) even heated pools (with boiler/ solar-panel systems), designed to extend the season and boost temperatures, may not be warm enough to swim in if night time temperatures are low, or there is unseasonable weather. You agree that Red Savannah is not responsible for the conditions which may affect pool temperatures. Pool heating is included in some villa rentals and charged at a supplement at others. Please see the villa description for details. Where pool heating is charged at a supplement, this is usually payable locally in cash. You will be charged for any damage which is caused directly or indirectly to the pool surfaces, surrounds, pumps, filters or cover by you or any of your guests. Any charges in this regard will be payable before departure.

Arrival & Departure Times

- 13.8 To allow sufficient time for cleaning between rentals, you must arrive only between 4pm and 7pm on the first day of your stay and vacate the property by 10am on the departure day unless otherwise specified at the time of booking or later agreed in writing between you and the property manager. If you and / or members of your party fail to check out by 10am on the departure day, we reserve the right to apply a charge of GB£250 / US\$300. Further to this, we may also charge you for any additional costs (e.g., the costs for additional cleaning services) which are incurred by the manager (or owner) to ensure that the property is ready for new guests following your late departure. You agree that we may add these charges to the pre-authorised credit card / cash deposit taken as set out in Clause 2.12. If your arrival is delayed please contact your Red Savannah representative. Please be aware that check-ins which are made any later than 7pm, unless arranged in advance, are likely to incur the cost of additional staff waiting time. These costs will be payable by you before departure.

Telephones / Internet

- 13.9 Telephone and internet arrangements vary from property to property and are sometimes metered (charges payable locally on departure). Please be aware that in some cases there is no landline telephone or internet service and due to the rural nature of many of our villas, cell telephone networks may be weak or non-existent. Where internet services are provided, there may be occasions when the service is interrupted and whilst every effort will be made to resume the service, please note that Red Savannah will not be responsible for loss of internet access (or the consequences of loss of access) during your holiday.

Pets

- 13.10 You will not usually be permitted to bring your pets to stay with you at the villa but please check with the Red Savannah team at time of booking.

Local Wildlife

- 13.11 Please note that the majority of our villas are located in rural areas, where wildlife such as animals and insects are as natural a part of the landscape as the grass and the trees. It would not be particularly unusual to encounter animals, such as rodents,

deer, goats, cats (stray or belonging to nearby locals), or insects such as wasps, bees, flies, ants, snakes or scorpions and spiders and occasionally their nests. Insects and animals can be attracted to swimming pools, nearby streams or ponds, local vegetation or sometimes food left out following an al fresco meal. We would urge you to keep doors and windows closed as far as practicably possible and to clear all remains of food following an outdoor (or indoor) meal. You must not purposefully feed any local animals - it will encourage them to return and they may not be so welcome to the next guests. Red Savannah shall not be liable for the presence of animals or insects at the villa you choose. If you suffer allergies triggered by animals, please let us know before booking - whilst we cannot guarantee animals will not be present, we may be able to recommend villas where the possibility is lessened (for example where we know owners have not kept animals).

Vehicles

- 13.12 If you are intending to take or rent a sports or low slung car on holiday, please ensure that you check at time of booking whether the access to the property allows for such a car. Please note that many of the properties are located along uneven roads. These are passable using conventional vehicles, but you are responsible for carefully considering the model of vehicle you choose to drive. Please ask your Red Savannah destination specialist to advise you on this.

Facilities for Infants

- 13.13 All properties will contain at least one cot and one high chair. If you require additional items, please advise us at time of booking. You may be charged an extra fee for the hire of any additional facilities.

Rental Property Descriptions

- 13.14 Every effort is made to ensure that the details, description and prices contained in our documentation and website are correct, based on inspections, and information passed to us by our Travel Providers. However changes do occur, sometimes at short notice and therefore we will advise you at the time of booking, or if after booking as soon as possible before the start of your holiday, of any such changes to our published information. Although rare, it is possible that bed types may have been changed without our prior knowledge, for example a double bed may have been replaced with twin beds or vice versa. Although we will do our best to avoid such occurrences, Red Savannah will not be liable for any such last-minute changes. Please be aware that older buildings may have uneven floors, irregular steps or low internal beams. It is not always possible for us to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand or emergency repair works. Where we are informed of such changes, we will try our best to let you know in advance of your holiday.

Garden Furniture

- 13.15 Guests are responsible for the caring of all garden furniture during the rental, including the closing of the parasols and sun umbrellas at night and during any periods of strong winds. Guests are also responsible for the removal and safe indoor storage overnight of outdoor furniture such as parasols, sun umbrellas and cushions in inclement weather. Any damage caused to any outdoor furniture as a result of neglect will be charged to you and your guests.

14. ADDITIONAL POINTS SPECIFIC TO GULET & YACHT CHARTERS

Embarkation and Disembarkation Times

- 14.1 To allow time for cleaning and re-stocking of provisions, you must embark your vessel after 4.00pm on the first day of your charter, and you must disembark by 10.00am on the departure day unless otherwise specified.

Common Additional Costs

- 14.2 It is common for the following items to be excluded from the cost of your charter and you should be aware that you will be required to pay for them locally at the end of your charter, usually in cash, to the captain: alcoholic drinks, fuel for the outboard motor, private marina charges, National Park and protected area fees, excursions from the vessel, passport handling and exit/entrance fees when moving between different countries, crew gratuities (we recommend between 5%-10% of the cost of the charter). In some instances, port and marina fees are excluded and soft drinks are regularly excluded as well. One-way and delivery fees often apply, if you choose to embark and disembark in different ports and you should check if the use of the water sports equipment on board is included in the charter price or not. We will clearly set out the inclusions and exclusions in your booking confirmation.

Additional Cruising

- 14.3 Most charters include a certain amount of cruising per day in the cost of the charter, usually 4 to 5 hours. If additional time is spent cruising, then you will be charged for the additional fuel used.

Delivery

- 14.4 The owner shall at the beginning of the charter deliver the yacht to the port of delivery in full commission and working order, seaworthy, clean, in good condition throughout and ready for service, with full equipment, including up-to-date safety and life-saving equipment (including life jackets for children if any are part of the charterer's party).

Re-Delivery

- 14.5 You shall re-deliver the yacht to the owner at the port of re-delivery free of any debts incurred to your account during the charter period and in as good condition as when delivery was taken, except for fair wear and tear arising from ordinary use. If you fail to re-deliver the yacht to the owner at the port of re-delivery due to intentional delay or change of itinerary against the captain's advice, then you shall pay forthwith to the owner the daily rate and if delay in re-delivery exceeds twenty-four (24) hours, you shall be liable to indemnify the owner for any financial loss which the owner shall suffer by reason of deprivation of use of the yacht for the subsequent charter of the yacht.

Use of the Yacht

- 14.6 You shall use the yacht exclusively as a pleasure vessel for the use of yourself and your guests. You shall ensure that no pets or animals are brought on board the yacht without the consent in writing of the owner. You shall ensure that your behaviour and that of your guests shall not cause a nuisance to any person or bring the yacht into disrepute. You shall comply and shall ensure that your guests comply with the laws and regulations of any country into whose waters the yacht shall enter during the course of this agreement. You shall ensure that any bonded stores or other merchandise which may already be aboard the yacht, or may be brought aboard the yacht during the charter, are cleared through customs before being taken ashore if required by local laws and regulations. The captain shall promptly draw your attention to any infringement of these terms, and if such behaviour continues after this warning, the captain shall inform the owner, and the owner may, by notice in writing, terminate this agreement in accordance with Clause 14.7 of these Booking Conditions. If you or any of your guests shall commit any offence contrary to the laws and regulations of any country which results in any member of the crew of the yacht being detained, fined or imprisoned, or the yacht being detained, arrested, seized or fined, you shall indemnify the owner against all loss, damage and expenses incurred by the owner as a result, and we may terminate this agreement forthwith. It is specifically understood that the possession or use of any illegal drugs or any weapons (including firearms) shall be sufficient reason for us to terminate the charter forthwith without refund to you.

Captain's Authority

- 14.7 The captain shall comply with all reasonable orders given to him by you regarding the management, operation and movement of the yacht, wind, weather and other circumstances permitting. The captain shall not, however, be bound to comply with any order which, in the reasonable opinion of the captain, might result in the yacht moving to any port or place that is not safe and proper for her to be in, or which might result in you failing to re-deliver the yacht upon the expiration of the charter period, or which would cause a breach of Clause 14.6. Further, without prejudice to any other remedy of the owner, if, in the reasonable opinion of the captain, you or any of your guests fail to observe any of the provisions in Clause 14.6 and if such failure continues after the captain has given due and specific warning, the captain shall inform us, and we may terminate the charter forthwith or instruct the captain to return the yacht to the port of re-delivery and upon such return the charter period shall be terminated. In this instance, you and your guests shall disembark, having settled all outstanding expenses with the captain beforehand and you shall not be entitled to be refunded any part of the charter fee. With particular regard to the use of water sports equipment on board, as defined in Clause 14.8, the captain shall have the authority to prohibit the use of any particular water sports equipment if, in his reasonable opinion, you or your guests are not competent to operate such equipment, are behaving in an irresponsible manner, or are failing to show due concern for other persons when operating such equipment.

Water Sports Equipment

- 14.8 All water sports undertaken by you and your guests must fall under the cover of your own health and travel insurance and are not covered by the vessel's insurance. You must carry independent insurance for personal effects whilst on board or ashore and for any medical or accident expenses incurred other than as covered under the vessel's insurance. In the case of jet skis or other water sports equipment requiring specific licences to operate them, you must have a valid licence in your name and be able to show the original to the captain on request.

Cruising Area

- 14.9 You shall restrict the cruising of the yacht to within regions in the cruising area in which the yacht is legally permitted to cruise. While the captain will make all reasonable efforts to accommodate your requests for a berth or an anchorage, it is understood that the captain cannot be held liable for the non-allocation of any berth or anchorage.

Maximum Number of Passengers Aboard and Unauthorised Persons

- 14.10 Each vessel has a maximum capacity and you shall not at any time during the charter period permit more than the maximum number of guests allowed to sleep or cruise on board the vessel while it is at sea. The vessel must be used only by the people specified on your confirmation receipt. Failure to comply will result in immediate termination of the contract / cancellation of the booking, and also may result in the consequences described in Clause 9.2. As an exception, and at the sole discretion of the captain and permission of the appropriate authorities, a reasonable number of visitors could be on board whilst the vessel is securely moored in port.

Responsibility for Children & Non-Swimmers

- 14.11 If children or non-swimmers are taken on board, you shall be fully responsible for their safety, conduct and entertainment.

Health Considerations

- 14.12 The nature of a yacht charter may render it unsuitable for anybody with physical disability or undergoing medical treatment.

Bad Weather

- 14.13 In case of bad weather, the owner does not warrant the comfort of the vessel and reserves the right to end the cruise in a different location, for reasons of safety.

The Heads

- 14.14 On board gulets and yachts, it is an almost universal policy not to put foreign items including toilet roll, tissue paper napkins, paper (and other types of) wipes down the toilets. The bins in the bathrooms are provided for this and will be emptied very regularly. The details will be provided when you board and it is your responsibility to ensure that you and your guests stick to the rules of the vessel.

Breakdown or Disablement

- 14.15 Should the yacht suffer any mechanical damage or fire etc., so that you cannot use it and if any such damage exceeds the period of 24 consecutive hours, you will be refunded on a pro rata basis. As an alternative, by mutual agreement, the charter period can also be extended to cover the repair period in case it exceeds 24 hours. In case of a total loss of the yacht or damages needing more than the entire charter period to repair which prevent you from making any use of the vessel, any and all payments will be refunded to you. This clause is not applicable if such loss or damage occurs through any acts, omissions, errors or faults attributable to you or your guests. Failure to observe the on-board rules of the vessel will be regarded as an act attributable to you or your guests.

Footwear on board

- 14.16 It is traditional on gulets and yachts to remove shoes when coming aboard to avoid rubbing sand or grit into the decks. Most people go barefoot but you may like the option of bringing shoes specifically for using on-board. These should have light coloured soles and must not to be used ashore.

Gulet & Yacht Descriptions

- 14.17 Every effort is made to ensure that the details, description and prices contained in our documentation and website are correct, based on inspections, and information passed to us by our Travel Providers. However, changes do occur, sometimes at short notice and therefore we will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for us to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works, etc.

15. INSURANCE

- 15.1 It is essential that you and all members of your party have travel insurance cover and that it is adequate for your needs and the type of holiday which you have chosen. Ski holidays, gulet and yacht charters, riding and other adventure holidays to remote destinations may all require special policies. You are responsible for ensuring this and it is a condition of booking with us that you do. Your insurance should cover the cost of cancellation of your travel arrangements by you, and assistance (including medical costs and repatriation) in the event of accident or illness overseas, as well as compensating you for permanent injury, death, delays, cancellation, curtailment, missed departure, personal liability or loss of baggage and personal possessions. Your insurance should also include cover against COVID-19 and other health related incidents which may affect or curtail your booking. It is your responsibility to comply with the insurance company's requirements and you must disclose to the insurance company any relevant information such as pre-existing illnesses.

- 15.2 For those who participate in sports and activities whilst on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain relevant and adequate insurance.

16. FOREIGN TRAVEL ADVICE

- 16.1 It is your responsibility to ensure that you are up to date with the latest foreign travel advice as issued by the government. For British Citizens, this is available to read on the following website: www.gov.uk/foreign-travel-advice. Non-British citizens should check their own government's travel advice website(s). We will alert you to any instances when The Foreign, Commonwealth & Development Office ("FCDO") is advising against travel to the area to which you are booked where we are reasonably able to do so before your departure, but you are required to check the relevant government website for the most up-to-date advice.

- 16.2 Please note that when determining whether or not the cancellation rights described in Clause 3.8 above have arisen, we consider the FCDO's advice. However, this is not the only factor we take into account in determining whether these cancellation rights have arisen.
- 16.3 Ultimately, the existence of these cancellation rights will depend upon the particular circumstances which exist in your holiday destination. It may be that the relevant circumstances do not significantly affect the Travel Providers' ability to perform the services, facilities or travel arrangements which form part of your Package Holiday. It may also be the case that we or our Travel Providers may be able to make arrangements which address the issues identified by the FCDO. In such circumstances, you will not have the right to cancel your Package Holiday in accordance with the provisions of Clause 3.8 above.

IMPORTANT NOTICE ON FCDO ADVICE AGAINST ALL OR ALL BUT ESSENTIAL TRAVEL

- 16.4 From time to time, the FCDO advises UK travellers against all but essential travel to a given destination(s) as a result of issues ranging from Covid-19 / healthcare, to environmental, political or security (the "FCDO Advice"). The FCDO Advice is updated on a regular basis and often at very short notice. It is therefore possible that by the time you depart for your holiday, the FCDO will advise against non-essential travel to your destination. You may also be required to quarantine or self-isolate upon your return to the UK.
- 16.5 Please note that if, at the time of your departure, the FCDO Advice applies to your holiday destination but your Travel Providers are still able to provide the services, facilities or arrangements which form your Package Holiday (i.e. the Travel Providers have not cancelled the relevant services or arrangements), and the performance of your Package Holiday is not significantly affected, your usual cancellation rights in the event of Unavoidable and Extraordinary Circumstances (as described in Clause 3.8 above) will not apply. Our usual cancellation charges will apply in these circumstances (see Clauses 3.6 – 3.7 above).

17. YOUR FINANCIAL PROTECTION FOR HOLIDAY BOOKINGS MADE WITHIN THE UK & THE EU

- 17.1 For certain bookings made within the UK & the EU, we provide financial protection in the manner described in this clause.
- 17.2 We provide full financial protection for our flight-inclusive Package Holidays and ATOL protected flight only sales made in the UK, by way of our Air Travel Organiser's Licence number 10454 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone +44 (0)333 103 6350, email claims@caa.co.uk.
- 17.3 When you buy an ATOL protected flight-inclusive Package Holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you, and who to contact if things go wrong.
- 17.4 We, or the Travel Providers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the Travel Provider are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- 17.5 If we, or the Travel Providers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.
- 17.6 Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme. For Package Holidays sold in the UK without a flight, and for flight-inclusive and flight-exclusive Package Holidays sold in the EU and in certain cases accommodation-only bookings (please check if your accommodation booking is covered as these types of bookings will only be insured if you (the consumer) have specifically requested cover) the monies you pay to us for your travel arrangements are fully protected by means of Financial Failure Insurance. This means that in accordance with Package Travel and Linked Travel Arrangements Regulations 2018 and Directive (EU) 2015/2302, all such passengers booking with Red Savannah Ltd are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation costs and arrangements, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Red Savannah Ltd. There is no requirement for Financial Protection of day trips or single elements (including accommodation-only bookings), and none is provided as standard. If you have questions on this then please contact Red Savannah Ltd. Red Savannah Ltd has

taken out an insurance provided by International Passenger Protection Ltd (IPP) with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. This insurance is only valid for passengers from the UK & EU who book and pay directly with/to Red Savannah Ltd.

For further information please go to www.ipplondon.co.uk. In the event of our insolvency please make contact as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

For **UK Passengers**: IPP Claims at Sedgwick, Telephone: +44 (0)345 266 1872, Email: insolvency-claims@ipplondon.co.uk or online at <https://www.ipplondon.co.uk/claims.asp>

For **EU Passengers**: IPP Claims at Sedgwick, Telephone: +31 103120666, Email: ippclaims@nl.sedgwick.com or online at <https://www.ipplondon.co.uk/claims.asp>

18. DATA PROTECTION PRIVACY POLICY

18.1 In order to process your bookings with us and ensure your travel requirements are met, we will need to collect personal information relating to you and any other passengers travelling as part of your party. We will need to pass on these personal details to the necessary Travel Providers involved in facilitating travel arrangements. For full details of our privacy policy, and an explanation of how your personal details will be used by us, please refer to our [privacy policy](#).

19. OFAC SPECIALLY DESIGNATED NATIONALS (SDN)

19.1 If you or any members of your party appear on the OFAC Specially Designated Nationals List (SDN), and as a result of which any international payments made by you or members of your party to us are blocked or withheld by OFAC, the funds shall be considered as "not received" by us and you will be responsible for sending the payment by an alternative method. Equally, if your appearance, or that of any members of your party on the OFAC Specially Designated Nationals List (SDN) results in any payments made by us to Travel Providers or third parties for the provision of services for your booking, being blocked or withheld by OFAC, you will be responsible for providing us with additional funds with which to make these payments by an alternative method. If you are unwilling or unable to send additional funds to us, Red Savannah reserves the right to cancel your reservation without refund.

20. CHARGEBACKS AND CLAIMS AGAINST TRAVEL PROVIDERS

20.1 Unless such rights have arisen under section 75 of the Consumer Credit Act 1974, you agree not to issue any chargebacks or otherwise dispute transactions with your payment card issuer against us ("Chargeback"). Rather, your rights to refunds and other claims shall be governed solely by the terms of these Booking Conditions.

20.2 You agree that if you initiate a Chargeback or make a demand for payment from a Travel Provider, we shall be entitled to take such steps as we consider reasonable to ensure that you are not paid twice for the same claim. This may include suspending any obligations we may have to pay you under these Booking Conditions (or otherwise) until the Chargeback or claim against the Travel Provider has been finally determined and the time limit for any challenge or appeal has expired.

21. ASSIGNMENT

21.1 In the event that you or a member of your party has a direct legal claim against a Travel Provider for a refund, compensation or other loss or damage, and we agree to pay such sum to you (whether as a result of a concurrent legal obligation which we have to you or otherwise), you agree that upon such payment being made you shall assign your rights, title, interest, and benefit in and to such legal claims to us upon our request.

21.2 You agree that you will not assign or otherwise transfer any of your legal rights or claims against us which arise out of or are in connection with your booking or these Booking Conditions except as otherwise permitted in these Booking Conditions.

22. ENTIRE AGREEMENT

22.1 This contract sets out the entire agreement and understanding between the parties in connection with the holiday or Contract and supersedes any prior representations, agreements, conditions, negotiations and undertakings whether made orally or in writing.

23. RESOLVING DISPUTES AND GOVERNING LAW

- 23.1 If anything is not to your satisfaction during your holiday, please immediately inform both us (via the details set out in Clause 24.1 below) and the relevant Travel Provider (e.g. your hotelier) who will endeavour to resolve your problem. It is important you advise us as well as the Travel Provider so we can both help to put things right without delay. We believe it is better for everyone to resolve problems that arise during your holiday promptly so that you can enjoy your holiday. However, if your complaint is not resolved locally, please follow this up within 28 days of your return home by emailing us at the details set out in Clause 24.1 below, giving your booking reference and all other relevant information. Please keep your letter concise and to the point.
- 23.2 Please note failure to advise of problems whilst on holiday, as described above, deprives both us and the Travel Providers of the opportunity to investigate and rectify your complaint whilst you are at the destination and this may affect your rights under this contract including reducing any compensation due, potentially to zero.
- 23.3 This contract and any matters arising from it are governed by the laws of England and Wales and are subject to the jurisdiction of the Courts of England and Wales, unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court.

24. CONTACT DETAILS

- 24.1 You may contact us at any time at the following details: Red Savannah Limited, Eagle Tower, Montpellier Drive, Cheltenham, Gloucestershire, GL50 1TA, United Kingdom; tel. no.: +44 (0)1242 787800; email: info@redsavannah.com.

This is the latest version (v.23.0 – 01/09/2023) of our Booking Terms & Conditions, it supersedes any previous versions.

We reserve the right to amend our Booking Terms & Conditions from time to time.