

Red Panda Travel Ltd

TERMS & CONDITIONS

1 OUR COMMITMENT

Red Panda Travel aims to provide you with a truly memorable experience at prices that reflect our commitment to quality and value. We aim to operate with the utmost honesty and integrity at all times.

2 RESPONSIBILITIES

Red Panda Travel specialises in tours off the beaten track. Due to the very nature of walking and other activities in open countryside accidents are possible and you must be aware of the risks.

You travel at your own risk and Red Panda Travel is not to be held responsible for any accident to you or your property, unless proven to be as a result of negligence by Red Panda Travel. Delays and unexpected cancellations can and do happen, meaning loss of time or changes of plan. We cannot be held responsible for such situations, nor are we liable for refunds. Your holiday itinerary should be seen as an intention rather than a definitive programme.

Travel can sometimes be hard and uncomfortable and hotel and other arrangements may not always conform to accepted European standards. Whilst we will always endeavour to ensure that appropriate standards are met [for the country of travel] we cannot guarantee such standards nor your travelling comfort. Therefore if you are unable to appreciate that this is the case please do not book a holiday with us.

3 LEGAL AND HEALTH REQUIREMENTS

Whilst we can offer guidance regarding visas, vaccination certificates and passport requirements for your tour, it is your responsibility to ensure you have the correct documentation, and that you take all necessary health precautions before and during your tour. Red Panda Travel cannot accept responsibility for any costs and consequences incurred by you in these areas.

4 BOOKING

The person making the declaration on the booking form does so on behalf of all persons on the form.

Your booking is accepted on the understanding that you realize the risks involved in this type of holiday, possibly including injury, loss of property, inconvenience and discomfort.

Full payment must be made not less than 56 days before the start date as shown on the booking form. The booking is confirmed only when we send written confirmation, at which point the deposit becomes non-refundable and non-transferable. We reserve the right to refuse to accept any booking.

5 YOUR FINANCIAL PROTECTION

We hold an ATOL (Air Travel Organiser's Licence) issued by the CAA (Civil Aviation Authority).

Our ATOL licence number is 11663 and flight inclusive packages originating from the UK are fully protected by the ATOL scheme.

When you buy an ATOL protected flight or flight inclusive 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.

We, or the suppliers 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 supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers 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.

For non-flight packages, where we only provide ground services, the following protection is in place.

Policy Holder: Red Panda Travel Ltd
Company Registration number: 11415135
Policy Number: HDI/FII/2019 0010
Policy Period: 00.01hrs 1st July 2019 to 24.00hrs 31st March 2020 GMT.

Red Panda Travel Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "**The Package Travel and Linked Travel Regulations of 2018**" all passengers booking with **Red Panda Travel Ltd** are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of **Red Panda Travel Ltd**.

This insurance has been arranged with Affirma a trading brand of MGA Cover Services Limited (registered address Farren 135 High Street, Crawley, England, RH10 1DQ, company registration: 08444204 authorized and regulated by the Financial Conduct Authority registration number 678541) under a binding authority with HDI Global SE UK 10 Fenchurch Street London EC3M 3BE United Kingdom registered with the Financial Conduct Authority registration number 230072.

HDI Global SE UK is a branch of HDI Global SE registered office: HD1 – Platz 1, 30659 Hanover, Germany. Authorised by BaFin, Financial Conduct Authority and Prudential Regulation Authority.

In the unlikely event of Insolvency of **Red Panda Travel Ltd** please follow the procedures below:

Claims Department, Affirma, 152 City Road, London, EC1V 2NX
Telephone: +44 (0) 20 3 540 4422
E-mail: claims@affirmainsurance.com

The claims department will supply instructions to follow and the documents required to submit your claim.
Please ensure you retain your booking confirmation form as evidence of cover and value.
Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond (with the exception of Credit and Debit cards).
This policy does not cover flight inclusive packages which are covered by the ATOL licence

6 STARTING POINT

You are responsible for arriving at the designated starting point of the holiday on time. The starting point and meeting time for each holiday is defined in the appropriate booking form. Our responsibility to you does not commence until you have arrived and made yourself known to our appointed representative at the starting point.

7 ALTERATIONS

We reserve the right to alter travel arrangements, accommodation and itinerary at any time. Usually these will be minor changes and no compensation will be payable. We will always endeavour to maintain the quality of the offer if changes have to be made. If we have to make major changes for any other reason than force majeure we will notify you at the earliest possible time.

8 CANCELLATION AND REFUNDS

If you cancel after you have paid in full the following cancellation charges will apply:

Between 28 days and 50 days before departure: 80% of the holiday cost as shown on the booking form less any charges levied by our suppliers or airlines cancellation fees.

Less than 28 days before departure: no refund will be made

These dates refer to our receipt of your written notification of cancellation

We strongly advise you to ensure that your insurance includes adequate cancellation cover

We will not cancel your holiday except

a) For reasons of force majeure

b) The minimum group number has not been reached [all group holidays are subject to minimum numbers]

c) Non-payment by you of the due sum by the due date. If you do not pay your balance by the due date we reserve the right to cancel your booking and to pursue any monies owing

If we cancel your holiday we will refund all payments made by you to us, except in the case of 7a above, and this will be the extent of our liability. We will not be liable for any incidental expenses you may have incurred.

9 CHARGES

We hope to avoid the necessity for any additional charges but if circumstances make it impossible for us to avoid such charges we shall levy these charges as appropriate. However, we reserve the right to impose surcharges up to 30 days before departure due to unfavourable changes in exchange rate, increases in transport costs or if government action should require us to do so

10 COMPLAINTS

If you have cause for complaint please make this known at the time to the Red Panda Travel escort/guide. They will attempt to deal with the issue immediately. If it is not possible to resolve at the time then you must write to the company within 14 days of your return. If you don't make your complaint known at the time it arises you will significantly reduce or even remove your ability to claim compensation.

We limit the maximum amount we may have to pay you for any and all claims or parts of claims that do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by, or on behalf of, the person(s) affected in total.

11 FORCE MAJEURE

We regret that we cannot accept liability or pay compensation where our obligations are affected by 'force majeure'. For the purpose of this clause, "Force Majeure Events" shall include without limitation storms, tempest, fog, earthquake, floods, fire, riots, strike, irresistible forces, unavoidable accidents, break down, violence of an army or mob, civil commotion, hostilities, terrorism or act of God or war or other government actions or regulations, and cancellation of flights or other services by third parties for any reason. Any costs incurred for additional services provided to you during or as a result of the Force Majeure event, shall be paid by you directly to the provider of those services.

12 YOUR RESPONSIBILITIES

To ensure that you have a safe and enjoyable holiday we would remind you that the Red Panda Travel escort/guide/agent has full authority at all times during the holiday. Activity holidays can be hazardous if you behave foolishly. We are guests in the regions we visit. For these reasons if you behave in an illegal or inappropriate manner the escort/guide/agent may ask you to leave the tour. In this event no refund will be made and Red Panda Travel will not accept any further liability or responsibility for you. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Proper payment for such damage or loss must be made at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you must indemnify us against any claims including legal costs subsequently made against us as a result of your actions.

Ensure all your documentation; passport, airline tickets, visas, insurance policies, personal spending money, vaccination certificates, E111's etc are in order and secure.

You must confirm to us, that you have taken appropriate travel insurance for the duration of the tour. You must give us details of the policy you buy.

13 THE LAW

All matters concerning the booking are subject to English law and the exclusive jurisdiction of English courts.

14 ARBITRATION

Any dispute arising that cannot be settled by the parties will be referred to the arbitration of the person who is for the time being President of the Law Society.

15 RED PANDA TRAVEL

Red Panda Travel refers to Red Panda Travel Limited, a company registered in England
Company Registered in England & Wales - Reg. no: 11415135
VAT Registration No: 300208963

Directors: Stephen John Relf, Penelope Anne Relf, Elizabeth Jane Relf & Sarah Linden Relf

16 REGISTERED OFFICE AND ADDRESS FOR CORRESPONDENCE

RED PANDA TRAVEL Ltd

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