

Charges of £52.50 per person (£7.50 per night) are payable at the time of booking. Based on a family of 4 supplements of £50 if booking is only 3 or £100 if booking is for 2 people apply. Charges correct at time of going to print and may be modified without notice

These Redemption Conditions, together with our privacy policy and, any website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract for accommodation in a resort ('Affiliated Resort') affiliated or contracted with RCI Europe or where applicable, its affiliated or related entities, associates, or partners, or any company or companies within the Wyndham Worldwide group of companies ("we", "us" or 'our'). Please read them carefully as they set out our respective rights and obligations. In these Redemption Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred in accordance with these Conditions and/or with RCI's consent (at its discretion).

By redeeming your Certificate, you agree on behalf of all persons detailed on the booking that:-

1. you have read these terms and conditions and you have the authority to and do agree to be bound by them;
2. you consent to our use of information in accordance with our Privacy Policy;
3. you are over 18 years (or over 21 in the case of bookings of accommodation in the USA) of age and where placing an order for services with age restrictions declare that you and all members of the party are of the appropriate age to purchase those services.

Please note that Orangutan does not offer any scheme of financial protection in respect of any bookings made via this website.

We may alter these terms and conditions at any time. If we do so, all subsequent bookings will be governed by the newer version.

Redeeming Your Accommodation Arrangements

A booking is made with us when a) you redeem your Certificate by booking an available holiday accommodation via the website address printed on the front of your Certificate and b) we issue you with a booking confirmation. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you via email. Upon receipt, if you believe that any details on the confirmation (or any other document) are wrong you must advise us **immediately** as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

Certificates are not redeemable for cash by recipients, cannot be resold by recipients and cannot be cancelled or exchanged for refund, except as required by law or specifically permitted by these Conditions

Availability of Arrangements

Our ability to confirm a booking is dependent on the availability of accommodation deposited by others with RCI Europe and/or other members of the Wyndham Worldwide group of companies or otherwise procured by us. We therefore cannot guarantee that any particular request for an Affiliated Resort, area, travel date, type or size of accommodation, or otherwise will be met. We will, though, offer you alternative choices which may be available at the time.

Special Requests

We regret that we are unable to accept, process or action any special requests. Any such requests (for example for ground floor units or the provision of cots) must be made direct to the resort which may agree to such requests at its discretion.

Disabilities and Medical Problems

As all redemptions take place on line we are unable to accept, process or action any queries or requests relating to disabilities or medical problems which are made at the time of redemption. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us or the supplier of the resort you wish to visit with full details before you redeem your Certificate so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will advise you that you should not redeem your Certificate. We regret that (as accommodation is always subject to availability) we cannot accept any liability if you are unable to find suitable accommodation or if you choose not to contact us as set out in this paragraph.

Insurance

Adequate travel insurance is vital and we strongly advise that you arrange such insurance before travelling. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

Accuracy and Prices

We endeavour to ensure that all the information and prices on this website are accurate, however, we reserve the right to alter any of our advertised accommodation prices at any time and correct errors in the prices of confirmed accommodation. You must check the current price and all other details relating to the accommodation that you wish to book before your booking is confirmed. We reserve the right to amend the price of unsold accommodation at any time and correct errors in the prices of confirmed accommodation.

We also reserve the right to update and alter details relating to and descriptions of accommodation on this website at any time. Accommodation that has not been booked may be removed from sale at any time.

Changes by You

We regret that we are generally unable to make changes to bookings and redemptions once they have been made except as set out **Please therefore ensure that all details are correct and that you are able to travel on the relevant dates before you make your booking/redemption.**

Change of Dates/Transfer of Booking

We will arrange for a transfer of your booking/ change the date of your booking in the event that you, your spouse/partner or a close relative of yours begins to suffer with a severe illness or suffers a severe accident after confirmation of your booking that prevents travel on the date booked. You will be required to: a) provide documentary proof by way of valid Doctor's certificate/report before we can authorise a transfer; b) you, or the transferee must meet all of the terms and conditions of the booking; and (c) your request must be made at least 48 hours before your planned arrival at the accommodation. Such requests shall be made by contacting the customer services number as detailed in your documentation and (d) you may only transfer an original booking.

We reserve the right (acting reasonably) to determine alternative dates where you ask for the date of your booking to be changed in accordance with this clause and/or to offer accommodation at alternative resorts.

Going Home Early

If you are forced to return home early, we cannot refund the cost of any accommodation you have not used. If you cut short your arrangements and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation provided, we will not offer you any refund for that part of your accommodation not used, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

Cancellation by You

We can only accept cancellations as set out in this clause and, in particular, where you notify us by mail that you want to cancel within **14 days** of the date on which you made your booking.

If you want to cancel your booking you must **email** us as soon as possible and **within 7 days of the date you made your booking** giving us full details, including your name, your booking reference and the dates on which you were due to travel.

We can only accept your cancellation request if it is received by us at **cancellations@orangutan.co.uk** **within 7 days** of the day on which you placed your booking.

Where we receive your cancellation request in accordance with the terms of this clause we will (subject to your compliance with the rest of these Conditions) issue you with a replacement Certificate. We reserve the right not to issue a replacement Certificate where you have breached any of these Conditions.

Booking charges can not be refunded.

Occupancy

If one or more member(s) of your holiday party cancel(s) and the occupancy level decreases, the full price per apartment will nevertheless be payable and no refund will arise.

Insurance

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to make a claim. You should make enquiries with your insurer in this regard.

Non Occupation

No refund will be made in the event that you or any member(s) of your party choose not to make use of your booking/redemption and/or if you or any member(s) of your party do not occupy the accommodation booked.

If we Change or Cancel your Accommodation Booking

Special Note: When two or more consecutive weeks have been booked at an Affiliated Resort you may be required to move from one apartment to another for any second or any subsequent week.

It is unlikely that we will have to make any changes to your accommodation arrangements, but occasionally, we may have to make changes and we reserve the right to do so at any time. We also reserve the right in any circumstances to cancel your accommodation arrangements.

Your rights in relation to changes we make depend on whether we make a minor or a major change: Examples of "**major changes**" include the following when made before departure; a significant change of destination for the whole or a large part of your time away or a change of accommodation to that of a lower standard or classification for the whole or a large part of your time away. An example of a "**minor change**" would include a change of accommodation to another of the same standard or classification. We will not have any liability if we make any **minor changes**.

If we have to make a **major change** or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of i) (**for major changes**) accepting the changed arrangements or (for both **major changes and cancellations**) ii) accepting an offer of alternative travel arrangements of comparable standard from us, if available. You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. The above options will not be available if we make a minor change or if we cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" (see below) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, volcanic and geological events, and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the Foreign Office.

Our Responsibility for Your Booking

We have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, 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 or any acts or omissions of the provider or others.

We also have no liability in the following situations:

1. where the accommodation cannot be provided as booked due to circumstances beyond our control
2. 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.
3. where you incur any loss or damage that relates to any business activity.
4. where any loss or damage relates to any services which do not form part of our contract with you.
5. where services or facilities do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which your accommodation supplier or any other supplier agrees to provide for you.

If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of twice times the cost of your accommodation. This limit does not apply to cases involving death or injury.

Building and Development Work

Although you may be on holiday, life will be going on around you as normal. This may include noise and inconvenience from building or roadworks and traffic. We will notify you of any building/refurbishment works which may reasonably be considered to seriously impair the enjoyment of your stay which we are aware of as soon as possible. Please note public services and facilities may also be affected by maintenance, bad weather and other similar factors, all of which are beyond our control. We recommend you contact the local tourist information office at your destination for the latest details.

Complaints

We make every effort to ensure that your accommodation arrangements run smoothly but if you do have a problem during your stay, please inform the accommodation supplier immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us by 0845 608 6135. Failure to do so will affect ours and the accommodation supplier's ability to investigate your complaint, and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at **EVR Resort Vacation Certificates c/o RCI**, Loughmahon Technology Park, Skehard Rd, Blackrock Cork, Ireland within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

Guest Behaviour

You must comply with the Affiliated Resort's rules and by-laws. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any third party or damage to property, we reserve the right to terminate your accommodation arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation supplier prior to departure from the accommodation. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other individuals who have no connection with your booking arrangements or with us.

Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your accommodation booking. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.

For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check www.usembassy.org.uk For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Please note that you are responsible for making your own travel arrangements.

Jurisdiction and applicable law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

Resorts

We do not own or operate any of the resorts featured on this website. Information about resorts, including without limitation available information about facilities, amenities and services, published by us is based on information obtained from the relevant resort. You should be aware that facilities, amenities and services provided at the resort may not necessarily be available or may be restricted at certain times of the year. Accordingly, although we make reasonable efforts to ensure that resort information provided by us is accurate and complete as of the date such resort information is provided by us to you, subject to these booking conditions, we cannot accept responsibility for any inaccurate, incomplete or misleading information about any resort provided to you. We make no warranty or representation (other than any we make in writing) about any resort. You are free if you wish to make your own enquiries on such matters and to contact resorts directly.

We do not own, operate or manage any resorts at which accommodation is located. They are separate and distinct entities and we have no joint venture, partnership or agency relationship with any of them. The products or services that may be provided or sold by resorts, including but not limited to excursions, tours or activities are also separate and distinct.

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