

# IMPORTANT INFORMATION

We ask that you carefully read this information, only by doing so can both you and we, ensure that your Prestige holiday is everything you expect, and we wish to deliver. We are delighted to offer advice at any time and all services are subject to availability at time of booking.

## ACCOMMODATIONS

**Hotel Facilities:** throughout our brochures we refer to facilities offered by hotel such as swimming pools, restaurants, spas etc. The availability of such facilities are under the day-to-day control of the hotel management and therefore we cannot guarantee availability of facilities. Some facilities mentioned may incur any additional charge. Some hotels host conferences, weddings etc which may mean restricted use of facilities/amenities for which we do not accept any liability. On high-rise buildings, window cleaning services may be restricted, and we do not accept any responsibility for 'dirty windows'.

**Classification of Hotels:** there is no universal accommodation grading system with North America. The grading system we have applied is an indication of hotel quality and standard only. Standard of hotels in remoter parts of North America may not be equal to those where a larger selection is available.

**Lodges & Ranches:** the major attraction of these properties are their locations and characteristics and, by their very nature, difficult to grade – where applied it includes an assessment of the overall experience.

**Hotel Rooms:** all accommodation is sold on a room-only basis unless otherwise specified. Except where indicated otherwise our rooms are allocated on 'standard' basis and can be in any part of the hotel. Specific views are not guaranteed unless otherwise mentioned. Images of hotel rooms are for illustrative purposes only and do not depict the actual room you will be staying in. Rooms may have one or two beds and we cannot guarantee what the bed configuration will be. Nor can we guarantee adjacent/near each other or interconnecting rooms.

**Child Age:** generally, there is no charge for up to two children sharing a twin-bedded room with two adults paying the applicable rate. Child age varies by property.

**Check in & out Times:** rooms are generally available after 4pm with check-out around 12 noon. This varies according to property. If you retain your room for a later check-out any charge is at your expense.

**Security Deposit:** some hotels 'take' a security deposit which will be refunded after check-out. This refund may take some time to appear on your credit card statement. We do not accept any responsibility for any such charge or subsequent refund.

**Extra Charges:** some hotels charge for additional items such as car parking, mini-bar usage etc. All such charges are payable locally.

**Building Works:** these may be occurring at your hotel, around your hotel or in the city itself. We will not accept any responsibility for disturbance, room view, lack of facilities or amenities, traffic disruption etc due to renovation/building/road works etc that does not seriously impair your enjoyment.

**Non-brochure Hotels:** if you choose your own accommodations, which we do not feature, we are willing to contact them to obtain rates and make your booking. However, our ground handlers may not have inspected these hotels and therefore we cannot guarantee that these properties will meet any description you have read elsewhere, or that all the amenities and facilities will be as you wish them to be.

## FLIGHTS

**Airlines/Aircraft:** all airlines reserve the right to substitute carriers, aircraft type, seat configuration, seating class on their flights and may

even change the route to incorporate a touchdown at another airport prior to your destination. Such changes, other than a 'downgrade' of pre-paid services will not warrant a refund or claim for compensation. We are required to collect passenger contact details before flight tickets can be issued. Any delay in receiving this information may result in a higher flight cost for which we will not accept responsibility.

**Schedule Changes:** flight schedules are arranged many months in advance and airlines do sometimes have to make changes. If we are advised of a change prior to departure date, if it is minor (under 12 hours) we will notify you and amend your itinerary accordingly. If it is major, please see our booking conditions.

**Delays:** in the event of a flight delay or cancellation it is the responsibility of the airline to keep you informed. Depending on the airline they may also be responsible for a meal(s), and accommodation if required. If not provided by the airline, any additional costs incurred, are to be claimed from your travel insurance and are not the responsibility of Prestige Travel.

**Special Requests:** we have no control on seat allocation by airlines and cannot guarantee you will sit near travelling companion(s). On some airlines we can pre-book seat numbers although a charge may apply. Special meal requests will be passed to the airline, if provided to us, however we cannot guarantee their availability. Should you have very specific meal requests we recommend taking food onboard with you. We cannot guarantee that your flight will be 'pet free' as some airlines allow pets to travel with their owners.

**Meals & Alcohol:** on transatlantic flights some type of meal service is usually provided but is not guaranteed. On domestic flights within North America that is not the case. Some airlines may charge for any drink, not just alcoholic, and it is your responsibility to check on-board services.

## PASSPORTS & VISAS

All visitors, except residents of the USA, require an Electronic Travel Authorisation (eTA) to enter Canada. Apply online at [www.cic.gc.ca](http://www.cic.gc.ca). If your holiday involves a stay or touchdown in the USA, an electronic visa (ESTA) is required, apply online at [www.cbp.gov/esta](http://www.cbp.gov/esta). All visitors should apply for their travel visas well in advance of holiday departure date. We are not responsible, should your visa application be rejected, for any change/charges after you have booked your holiday. It is the responsibility of all clients to ensure they have valid documentation for their holiday arrangements.

## HEALTH/INSURANCE

At time of writing no vaccinations are necessary for entry into Canada or the USA however it is your responsibility to ensure you have the correct immunisation should it be necessary. **Valid, adequate, travel insurance is a condition of your booking.**

## CURRENCY/CREDIT CARDS

Credit cards are as common as currency and all hotels, car rental depots and other providers will ask for an imprint at time of check-in, vehicle pick-up etc.

## GRATUITIES

Tippling is a way of life in North America; it is usual to add 15% of the bill to service personnel. Tips to tour drivers and directors are not usually included and are at your discretion.

## LOCAL TAXES

Prices on menus, consumer goods etc. are subject to national and/or local taxes so be prepared to pay more than is on the advertised price.

## NATIONAL PARKS

A National Park User fee is applicable for most national parks at an approx. daily fee of around \$11 per person. Please see [www.pc.gc.ca](http://www.pc.gc.ca) for more information. This fee can be paid prior to travel or at entrance to the national park.

## WILDLIFE VIEWING

When taking a wildlife viewing excursion you are visiting their natural environment and sightings are not guaranteed. Tour guides will do their best to ensure that sightings are made however, if this does not occur, no refund will be given.

## UNUSED SERVICES

No refund will be given for any portion of a pre-packaged itinerary, hotel night, car hire, transfer or excursion which is not used, nor credit given for amendments made after the date of departure.

## YOUR MONEY

When you buy a flight-inclusive holiday, all monies you pay to the travel agent are held by them on behalf and for the benefit of the Air Travel Trust. This is subject to the agent's obligation to pay it to us. In the highly unlikely event of our insolvency, any money held at that time by the agent, or subsequently accepted from you by them, 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. When you buy a holiday not including flights, all monies you pay to the travel agent are held by them on behalf of Prestige Travel.

## BROCHURE(S)

Our brochures are the sole responsibility of us, Prestige Travel, as a tour operator. It is not issued on behalf of, and does not commit any independent organisations etc., whose services are featured. We make every effort to ensure our brochure(s) are accurate to the best of our knowledge at time of publication. In any case, some information may have changed, by the time you make your booking, and some products may not be available. The images used are to give a general impression of accommodations, buildings, scenery etc.

## LICENSE TO TRADE

The law requires that we must provide financial protection in respect of monies paid to us for package holidays. To comply with this requirement, we hold an AIR TRAVEL ORGANISERS LICENSE (ATOL) 2509 and have a bond lodged with ABTA.

## The Aito Quality Charter

Prestige Travel is a member of the Association of Independent Tour Operators. The Association represents Britain's leading independent tour operators and encourages high standards of quality and service. Prestige Travel abides by the Association's Code of Conduct and adheres to the AITO Quality Charter which can be viewed on [www.aito.co.uk](http://www.aito.co.uk). Visit the website to find out more about the Association or call 020 8744 9280.

## THE ASSOCIATION OF INDEPENDENT TOUR OPERATORS – THE QUALITY ALTERNATIVE

The air holiday packages and flights in this brochure are ATOL protected by the Civil Aviation Authority. Our ATOL number is 2509. Please see our booking conditions for more information.

## 100% FINANCIAL PROTECTION

# BOOKING CONDITIONS

The holidays in this brochure are advertised and operated by Atkins Travel Limited trading as 'Prestige Travel', a fully bonded tour operator. Our flight based holidays provide full financial protection by way of our Air Travel Organiser's Licence number (ATOL) 2509 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected flight or flight inclusive package 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. Please see our booking condition 17 for information, or for more information about ATOL go to: [www.caa.co.uk](http://www.caa.co.uk). Atkins Travel Ltd is a member of ABTA and our package holidays that don't include a flight are protected by means of a bond held by ABTA The Travel Association, 30 Park Street, London, SE1 9EQ [www.abta.com](http://www.abta.com). In the unlikely event of our insolvency, the CAA or ABTA will ensure you are not stranded abroad or will arrange to refund any money you have paid to us for an advance booking. The contact details for Atkins Travel Limited are Office 11 Haviland House, 17 Cobham Road, Ferndown Business Park, Dorset BH21 7PE ('the Company's Office'), [enquiry@prestigetruvel.co.uk](mailto:enquiry@prestigetruvel.co.uk), 01425 480 400. Our office hours are 9am to 5pm Monday to Friday and 9am to 4pm on Saturdays.

1. We want you to have an enjoyable holiday and so that there is no misunderstanding you should read carefully the following Terms and Conditions, together with Important Information on page 162, as they apply to any contract you make with us.

2. We reserve the right to alter the price of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

3. The contract is between Atkins Travel Limited ('the Company') and the person making the booking and/or the person(s) on whose behalf the booking has been made ('the Client').

4. In order to confirm a booking we will require you or our authorised agent to:

(a) send us the appropriate deposit, the amount of which will vary and this will be confirmed at the time of booking. See Clause 12(d).

(b) A contract will exist between the Company and you when you pay a deposit/full payment to the Company or its agent or the Company has verbally confirmed the booking and you confirm with the Company that you have the authority of all persons named to contract on their behalf the services requested.

5. The balance of the holiday price shall be paid by the date to be advised but in any event shall not be more than ten weeks prior to your departure.

6. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

7. **Once you have booked, whatever happens to the value of the Pound, the price of your holiday will not be subject to any currency surcharges or refunds due to the bank contracts we have in place.**

(a) The price of your holiday is, however, subject to surcharges or reductions on the following items: the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, and the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports. However there will be no change within 20 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel because of this reason, you must exercise your right to do so within 14 days from the issue date on your final invoice. Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

8. As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. You will be informed without delay of a cancellation (for any reason) by the Company and on such a cancellation except where it occurs due to non payment by you, the Company will offer you the choice of an alternative holiday of at least comparable standard (if available) or a full refund of all monies, payable within 10 days of you requesting such refund. Compensation may be payable on a sliding scale. See No. 9 (c).

9. (a) A major change to the contract is one which would involve a significant change to the holiday (e.g. a significant change in resort). (b) If the Company makes a major change after it has confirmed the booking the Company will immediately inform you and offer the choice of an alternative holiday of at least comparable standard (if available) or cancelling and receiving a full refund of all monies, payable within 10 days of you requesting such refund. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

(c) Subject to (d) below if the Company cancels, or makes a major change and you accept a refund rather than an alternative, after the date of payment of the balance of the holiday price it will in addition to the choice offered in sub-paragraph (b) of this clause compensate you as follows:

Period before departure date	Compensation due payable per person
More than 70 days	NIL
70-29 days	£10
28-15 days	£20
14-0 days	£30

(d) The provisions of clause (c) will not apply in the event of a major change or cancellation due to any cause beyond the Company's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The following shall be regarded as causes beyond the Company's control:

(i) Act of God, explosion, flood, fire or accident.

(ii) War, terrorism or any threat thereof, insurrection, civil disturbance.

(iii) Any government or local authority restrictions or regulations.

(iv) Strikes or other industrial actions (or threat thereof).

(v) Weather conditions, epidemic or pandemic illness.

(e) We will confirm the airline/ferry company identity when you book.

If it changes we will advise you. This may be at the airport on the day of departure. A change of airline/ferry company is a minor change to your holiday, as is an alteration of less than 12 hours to the outward/return flight or change of accommodation to the same or higher standard.

10. (a) The Company will consider any reasonable request by you to amend or vary the terms of your travel arrangements but shall not be under any obligation to comply with such a request. Charges will be kept to a minimum, in some cases this may mean amendment or replacement cost of airline tickets. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. (b) In the event of a reduction by you in the number of persons taking a self contained apartment, cabin or hotel room (or hire car) the Company may need to charge for any beds, transfers or seats unused as a result of that reduction. Please ask for a price.

(c) You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than seven days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

11. (a) All reasonable steps to ensure that the holiday is not cancelled or altered as a result of overbooking by hotels will be made by the company.

(b) If the hotel is overbooked (despite the Company's reasonable efforts) and the Company is aware of such overbooking before your departure the Company will immediately inform you and offer the choice of an alternative holiday of at least comparable standard (if available) or of a full refund of all monies, payable within 10 days of you requesting such refund and compensation will be payable in accordance with Clause 9 (c).

(c) If the Company does not know of the overbooking of the hotel before your departure you shall on arrival at your destination be offered alternative accommodation. If the alternative accommodation is inferior to that originally booked the Company shall also offer reasonable compensation for disturbance.

12. (a) You may cancel the holiday at any time. The Company will charge you the cancellation fees set out below. Please note the exceptions to these charges set out in (d) below. A cancellation by you must be in writing signed by the person who made the booking or sent the email acceptance and sent to the Company's Office and acknowledged by the company.

(b) The Cancellation charges (expressed as a percentage of the confirmed holiday price) are as follows:

Period before scheduled departure date during which written cancellation is received by the Company:	Amount of cancellation charge
More than 70 days	Deposit/initial payment
70-31 days	50%
30-15 days	75%
14 or less	100%

Also see (d) below.

(c) You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

(d) Some suppliers such as cruise lines, airlines, escorted tour operators, and rail companies have different cancellation charges that will apply over and above the listed amounts here, we and you are therefore bound by their booking conditions, we will highlight this at the time of booking. Some may demand part or full payment even if a holiday is cancelled. Additionally if we have bought aircraft seats in from another tour operator or a public airfare for you once you confirm your intention to travel, we are committed to pay for those seats or hotel rooms in full. If, therefore, you cancel your holiday at any time after booking, you will be/may be liable for the cost of those seats or hotel rooms in part or full. In these circumstances we, and therefore you, are bound by the booking conditions of the other supplier. We will also require an increased deposit, the amount will be advised at the time of booking. We will remind you of any exception at the time of booking your holiday.

13. The Company shall not be obliged to claim compensation for nor to make any allowances or refund for lost or expired or unendorsed tickets, hotel coupons, or vouchers for any service or accommodation booked. But if any allowance or refund is obtained by the Company it will pass the same on to you less any expenses reasonably incurred in obtaining it.

14. We will make your holiday arrangements with every care. We cannot, however be responsible for any damage or loss of your luggage or other property unless caused by any of our staff or suppliers. We cannot be responsible for any fatal or other injury or illness unless caused by the negligence of any of our staff or suppliers whilst on duty. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

15. All arrangements made by or through the Company in connection with the booking are subject to the contractual terms of the suppliers providing the services that make up your booking. These terms are incorporated into this contract and may limit or extinguish your right to compensation. Further, we are to be regarded as having the benefit of any limit on compensation contained in the relevant international convention. These limit liability for death, injury and loss or damage to baggage. Copies of the contractual terms and international conventions are available on request.

16. If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

17. 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.

18. We do not run or control or have any other involvement in any excursions in our holiday destinations and we have not inspected them in any way.

All excursion providers are entirely independent of us. If you buy any excursion(s) whilst on holiday, the contract will be between you and the excursion provider. The excursion(s) will not form part of the package or of your contract with us. We cannot accept any liability in relation to any excursion(s) and the acceptance of liability for contracted holiday arrangements in our booking conditions will not apply to them.

19. In the unlikely event of any dissatisfaction with the accommodation or any of the services provided during your holiday the matter must be reported immediately to the local representative or agent of the Company AND the hotelier so that action can be taken to remedy the problem. If we have not been given the opportunity to rectify the complaint at the time this may affect your rights. If the problem is not resolved satisfactorily during the holiday you should submit your complaint in writing to the Company at the Company's Office as soon as possible after your return home, ideally within 28 days, advising the Company of the action taken and the names of the people to whom the matter was reported. A written report must be obtained from our representative where we have one. Except in personal injury or death claims, our liability shall be limited to three times the cost of the holiday paid to the Company. We are a Member of ABTA, membership number V2715. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the Arbitration Service offered by AITO - operated by Dispute Settlement Services (DSS), please ask for details. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation.

20. Every effort is made by the Company to give as accurate a description as possible for the hotels, guest houses, villas, apartments, motorhomes and ships in this brochure. All facilities mentioned in the descriptions are generally available for the duration of the brochure but in certain circumstances (particularly in the low and off seasons) their provision may be limited e.g. weather conditions, maintenance, etc. Please note that the provisions of these facilities and any charges imposed for their use are totally outside the control of the Company.

21. These conditions are subject to English Law and the jurisdiction shall rest with the English, Scottish or Northern Ireland courts as appropriate.

## Data Protection

To process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we and your travel agent need to use the information you provide (such as name, address, passport information, email address, mobile number, any special needs/dietary requirements, etc).

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, etc. The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area, controls on data protection in your destination may not be as stringent as the legal requirements in this country. We will only pass on your information to providers/suppliers responsible for the provision of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. In making this booking, you consent to this information being passed on to the relevant providers/suppliers.

Please note where information is also held by your travel agent, this is subject to your agent's own data protection policy.

We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures.

If you do not wish to receive such approaches in the future, please tell us.

Our full privacy policy can be found on our website.

