

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 provide. We are delighted to offer advice at any time. Obviously all services are subject to availability at the time of booking.

ACCOMMODATIONS

Hotel Facilities: throughout this brochure we refer to facilities offered by hotels such as swimming pools, air-conditioning etc. At certain times these facilities may not be available; for instance swimming pools have to be regularly cleaned and filters changed and air-conditioning units do break down. You will appreciate that we cannot warrant or guarantee that any such facilities will be available during your stay. In addition, although we mention leisure facilities at most properties these are not necessarily free of charge. The use of golf courses, water sports etc are usually subject to a charge that must be paid locally. Some larger hotels do, on occasions, host conferences of which we will be unaware, this may mean restricted use of facilities and we do not accept any liability as a result of such circumstances. 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 within North America. The grading system that we have applied is only an indication of hotel quality and standard and has been devised to assist you in making your accommodation choices. Standards of hotels in the remoter parts of Canada or the US may not necessarily be equal to those where a larger selection is available. Please ask if you require any further information about the suitability of any of our listed properties.

Lodges and Ranches: the major attraction of these properties are their special characteristics and by their very nature it is difficult to grade these types of accommodations – where applied it includes an assessment of the overall holiday experience.

Hotel Rooms: all accommodation is sold on a room-only basis unless otherwise specified. Except where indicated otherwise our rooms are allocated on a standard basis which means that they can be in any part of the hotel. Generally rooms will have two double beds and are sold on the basis of 2-4 guests occupying the room on a bed share basis. Rollaways may be available on request, payable locally. Images of hotel rooms are for illustrative purposes only and do not depict the actual room that you will be staying in.

Child Age: generally there is no charge for one or two children sharing a twin bedded room with two adults paying the twin occupancy price. The maximum qualifying age is shown against each listed hotel.

Checking In & Out Times: rooms are usually available after 3pm on arrival day with check-out around 12 noon. Many hotels have luggage storing facilities or you may be able to retain your room for a later check-out – any charges levied by the hotel are payable locally.

Security Deposit: a credit card imprint will be requested on checking in at your accommodation.

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

Building Works: we will do our best to inform you, prior to your holiday, of any work being carried out at your actual hotels. However, we are not always notified and therefore will not accept responsibility for disturbance. This also applies to building works outside of your accommodation or within the city itself.

Non-brochure hotels: Please note that we can contract hotels not shown in this brochure or specifically requested properties. However our ground handlers may not have inspected these hotels and therefore we cannot accept liability for the level of facilities or actual room accommodation.

FLIGHTS

Airlines: we prefer to use scheduled flights whenever possible as we believe this reduces the chance of delays or cancellations. 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 some meal and overnight accommodation if necessary. We are required to collect passenger contact details before flight tickets can be issued.

Special Requests: on selected airlines we are able to pre-request seat numbers; these are not guaranteed as airlines have the final say on seat allocation. Some airlines levy a charge for pre-booking seats and this information will be given to you at the time of booking your flight. Meal requests such as vegetarian, diabetic etc are passed on to the airline however we cannot guarantee their availability. Any such requests should be made at time of booking.

Airlines/Aircraft: all airlines reserve the right to substitute carriers, aircraft type, configuration and classes on their flights and may even change the route to incorporate a touchdown at another airport prior to your final destination. Such changes, other than a 'downgrade' of pre-paid services will not warrant a refund or claim for compensation.

Meals & Alcohol: on transatlantic flights some type of meal service is usually provided but it is not guaranteed. On domestic flights within Canada and the US that is not the case. Also some airlines may levy a charge for any drink, alcoholic or otherwise. It is your responsibility to check on-board services.

VEHICLE RENTAL

Paper counterparts to UK driving licences have been abolished and you may need to share your driving license details with vehicle rental companies. This can be done by accessing the DVLA website www.gov.uk/dvla/nomorecounterpart.

PASSPORTS & VISAS

All British subjects require an Electronic Travel Authorisation (eTA) to enter Canada. Apply online at www.cic.gc.ca. If your holiday involves a stay or touchdown in the USA, an electronic visa (ESTA) is required please see www.cbp.gov/esta. Further information for visitors to the USA visit fco.gov.uk/travel or www.usaembassy.org.uk. All visitors to Canada or USA must have a return or onward ticket and sufficient funds to support them during their stay. **In all cases it is the travellers responsibility to ensure they have the correct documentation.**

HEALTH

At time of writing no vaccinations are necessary for entry into Canada or USA. **Remember to take out good holiday insurance cover.**

CURRENCY/CREDIT CARDS

Credit cards are as common as currency and all hotels and car rental depots will ask for an imprint at time of check-in. Local currencies are Canadian or US Dollars.

GRATUITIES

Tipping is a way of life; it is usual to add 15% of the bill to all service personnel. Tips to tour drivers and escorts are not usually included and are at your discretion. Please note that gratuities are not included in most of our prices and therefore on an Alaskan cruise, a Rocky Mountaineer Rail Journey etc you may wish to leave a suitable gratuity.

LOCAL TAXES

The price on the ticket or menu is not what you pay; different national and provincial taxes, typically up to 15%, are added to the ticket value.

NATIONAL PARKS

A National Park User Fee is applicable for most national parks and is approx. \$10pp per day. Please note that this charge is not included in any holiday arrangement unless mentioned otherwise in this brochure, nor will be included on any quotation and is payable locally. For more information see www.pc.gc.ca.

WILDLIFE VIEWING

When taking a wildlife viewing excursion or tour you will be entering their natural habitat and sightings cannot be guaranteed. Your tour guide will do his best to ensure that sightings are made however, in the event that this does not happen, 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 alterations made after the date of departure.

YOUR MONEY

When you buy a flight-based holiday, all monies you pay to the travel agent are held by him 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. In the extremely unlikely event of our insolvency, any money held at that time by the agent, or subsequently accepted from you by him, 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 a flight, all monies you pay to the travel agent are held by him on behalf of Prestige Holidays at all times.

BROCHURE

This brochure is issued on the sole responsibility of the 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 that the brochure is accurate to the best of our knowledge at the time of publication. In any case all information and prices may have changed by the time that you make your booking with us and some products may not be available. The images shown are used to give a general impression of the accommodation e.g. there are often many room types in a hotel of which the image may represent the standard available.

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 LICENCE (ATOL) 2509 and have a bond lodged with ABTA.

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, 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.

THE ASSOCIATION OF INDEPENDENT TOUR OPERATORS

The AITO Quality Charter

Prestige Holidays 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 Holidays abides by the Association's Code of Conduct and adheres to the AITO Quality Charter which can be viewed on www.aito.co.uk. Visit the website to find out more about the Association or call 020 8744 9280.

ATOL Protection

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.



Booking Conditions

The holidays in this brochure are advertised and operated by Atkins Travel Ltd trading as 'Prestige Holidays', 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. 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. 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.co.uk. 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 Ltd are: 1 Fivings Court, High Street, Ringwood, Hampshire BH24 1JA ('the Company's Office'). Our office hours are 9-5.30 weekdays and 9.30-3.30 on Saturdays.

1. We want you to have an enjoyable holiday and so that there is no misunderstanding you should carefully read the following terms and conditions together with important information on page 162 as they apply to any contract you make with us.

2. 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').

3. In order to confirm a booking we will require you or our authorised agent to send us passenger names in writing and a deposit.

(a) This amount is usually £400 per person but may vary as some properties, cruise companies, Rocky Mountaineer and airlines will require additional deposits. The amount due will be confirmed to you at time of booking.

(b) A contract will exist between the Company and the Client when the Client pays a deposit/full payment to the Company or its agent or the Company has verbally confirmed the booking.

4. The balance of the holiday price shall be paid by the date to be advised but in any event shall not be more than 10 weeks prior to the Client's departure.

5. The company may cancel the booking at anytime, but will only do so after the balance due date if either

(i) default is made in payment of any monies due by the client and we will retain your deposit, or

(ii) for reasons amounting to force majeure outside their control (for example, natural disaster; inclement weather; commencement of hostilities, political unrest, riots, strikes, disease, epidemic or pandemic illness or other situations as might endanger the Client's safety).

6. The Client 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 the client, the Company will offer the Client 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 the Client requesting such refund. Compensation may be payable on a sliding scale. See No. 8 (c).

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 Bank Contracts we have in place.** 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. (a) It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is minor, we will ensure that you are notified about it.

(b) A major change to the contract is one which would involve a significant change to the holiday (e.g. a significant change in resort).

(c) If the Company makes a major change after it has confirmed the booking the Company will immediately inform the Client 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 the Client 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.

(d) Subject to (e) 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 (c) 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 or less	£30

(e) The provisions of clause (d) 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. For example:

- (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.
- (f) A change of airline, an alteration of less than 12 hours to the outward/return flight, change of aircraft type and change of accommodation to another of the same standard are all deemed to be minor changes.

9. The Company will consider any reasonable request by the Client to amend or vary the terms of any holiday contained in this brochure 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. 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 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

10. 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.

(a) If the Client has to cancel the holiday the Company will charge the Client the cancellation fees set out below. Please note the exceptions to these charges set out in (e) below. A cancellation by the Client must be in writing by the lead person named on the confirmation invoice 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 only
70-31 days	50%
30-15 days	75%
14 or less	100%

Also see (e) below.

(c) In the event of a reduction by the Client in the number of persons taking a hotel room, a cabin, or a hire car the Company may need to charge for any beds or seats unused as a result of that reduction. Please ask for a price. See also clause 9.

(d) Certain suppliers including Holland America Line, Regent Seven Seas Cruises and Rocky Mountaineer 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. 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 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 these exceptions at the time of booking your holiday.

11. The Company shall not be obliged to claim compensation for nor to make any allowances or refund for lost or expired or nonendorsed 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 the Client less any expenses reasonably incurred in obtaining it.

12. The Company shall act diligently in making arrangements for the Client but the Company shall in no circumstances be liable to the Client for any damage or loss to any luggage or other property of the Client suffered by the Client caused by a party other than the Company its employees agents subcontractors and suppliers and shall not be liable for any consequential damage or loss. The same shall apply for any fatal or other injury or illness suffered by the Client save that the Company shall accept responsibility for the negligent acts and/or omissions of:

- (a) the Company's employees or agents and,
- (b) the Company's suppliers and subcontractors, servants and/or agents of the same whilst acting within the scope of, or in the

course of their employment in respect of claims arising as a result of death bodily injury or illness caused to the Client.

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.

13. 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.

14. 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.

15. (In respect of our ATOL protected flights and holidays only). We will provide you with the services you have bought (or a suitable alternative). In some cases, where we aren't able to do so, in the extremely unlikely event of our 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 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.

16. Excursions 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 excursion provider.

17. The person (lead passenger) confirming the booking to the company warrants that he/she has the authority of the all persons booked to contract on their behalf the services requested and accepts these booking conditions.

18. 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 supplier 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 Client is unable to resolve the problem satisfactorily during the holiday the Client should submit his complaint in writing to the Company at the Company's Office as soon as possible after his 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. Contact with our supplier should have been made and a request for them to send a written report to us will be required. Our liability in all cases shall be limited to three times the cost of the holiday paid to the Company. 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 to use ABTA's simple procedure. Alternatively AITO operate a similar scheme, 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. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

19. Every effort is made by the Company to give as accurate a description as possible for the hotels 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.

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