

The holidays in this brochure are advertised and operated by Atkins Travel Limited 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](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 1 Fridays Court, High Street, Ringwood, Hampshire BH24 1JA ('the Company's Office'), [enquiries@prestigeholidays.co.uk](mailto:enquiries@prestigeholidays.co.uk), 01425 480 400. Our office hours are 09:00-19:30 weekdays (seasonal), 09:00-17:00 on Saturdays and 10:00-16:00 Sundays (seasonal).

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 as these will apply to any contract you make with us.

2. We reserve the right to alter the prices 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 send us

- (a) the Company's online booking form properly completed and signed by or on behalf of the Client /an email commitment and
- (b) the appropriate deposit of £150, or more, per person. See also Clause 12(d).

(c) 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.

The person signing the booking form confirms with the Company that he has the authority of all persons named thereon to contract on their behalf the services requested in the booking form.

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	£25
28-15 days	£40
14-0 days	£50

(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) Departure delays (to/from the destination) caused by unavoidable technical problems to transport, strikes, industrial action (or threat thereof), weather conditions, epidemic or pandemic illness or other circumstances beyond the control of the Company.
- (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 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 7 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
70-43 days	30%
42-29 days	50%
28-15 days	70%
14-8 days	80%
7-0 days	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 properties 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 within 28 days of the scheduled date of return from the holiday 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 European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. Alternatively AITO & TTA operate similar schemes, 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 and apartments 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.

Please 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.

**HOTEL FACILITIES** Throughout this brochure Prestige Holidays refers to facilities offered by hotels such as swimming pools, air-conditioning, entertainment programmes, restaurants, children's clubs, water sports and other amenities. Obviously the availability of all facilities is under the day to day control of the hotel management. Some larger hotels do on occasions host conferences, of which we will be unaware; this may mean restricted or alternative facilities are offered. Air-conditioning and pool heating are not usually on year round, and the dates they operate are subject to hotel management control. We will always try to advise you if any facility is not available. We feel sure you will understand that under these circumstances we cannot guarantee that any such facilities will be available during your stay. If you have a particular interest on holiday, such as tennis or if you will need a children's club or baby-sitting, we will be very happy to verify that it will be available for you, before you book. Your needs are important - tell us what they are.

**HOTEL BEDROOMS** Many hotel rooms have a double bed, if you would prefer twin beds please request at time of booking. Single rooms are limited and may be smaller. Extra beds or infants' cots are normally available on request but may tend to 'cramp' the bedroom. We respectfully remind you that any request for a particular room number or location is just that, a request. The hotel will do its utmost to satisfy the request, but it cannot be guaranteed. We stress that the allocation of rooms is solely within the hotels control. If you accept a room upgrade at the hotel, you may be asked to pay for the room upgrade.

**AVAILABILITY OF HOTEL BEDROOMS** Prestige Holidays holds an allocation of rooms at most featured hotels and confirmation of your requirement should be immediate. If this is not possible we will email or telephone the hotel, to avoid any delay to our confirmation.

**HOTEL CHECK-OUT** Normally 12 noon (11.00 in the US) but if you prefer a later check-out time we will do our best to assist, although the hotel may make a supplementary charge. Check-in times are normally between 2-3 p.m.

**FLIGHTS** Prestige Holidays prefers wherever possible to use scheduled flights. This we believe reduces the chance of delays or cancellations, you travel as an individual and may vary the length of your holiday to anything from 3 nights up to one month. Unfortunately flights can not be altered whilst on holiday. At the discretion of the airline a change may however be possible, at a charge. In the unlikely event of a flight delay, it is your airline's responsibility to care for you (once you have checked in) and keep you informed of the extent of the delay, meals and overnight arrangements (if applicable). We are required to collect passenger contact details, please complete the relevant section on the online booking form. In the event of a cancellation, a major delay or if you are denied boarding you may be entitled to compensation and/or a refund from your airline but not an automatic refund of holiday costs from us. For details go to [www.caa.co.uk](http://www.caa.co.uk).

**BROCHURE** This brochure is issued on the sole responsibility of the tour operator. It does not commit the airline(s) mentioned therein, or any airline whose

services are used in the course of the holiday(s).

**BROCHURE VALIDITY** This brochure is valid from 1 January 2019-31 December 2019.

**PASSPORTS** You must hold a valid passport. Please note that a visa may be required if you hold a non-UK passport. Please read Visa Information. It is now a requirement of most airlines to collect passport details from every passenger. Please complete the relevant section on the online booking form. If you are 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. For the latest travel advice from the Foreign and Commonwealth Office check [www.gov.uk/travelaware](http://www.gov.uk/travelaware)

Additionally if your Bermuda holiday includes a visit to or travel via the US, all British citizens including children must have a machine readable passport, otherwise a US visa will be required. Legislation requires us to collect various personal details from you, including passport information. It is compulsory for travellers to the US to apply for an Electronic System for Travel Authorisation (ESTA) no later than 72 hours prior to departure (£10 fee). To apply visit <https://esta.cbp.dhs.gov> Non-British citizens must take advice from the US Consulate in London.

**VISA INFORMATION** If you are a British citizen and hold a valid UK passport you do not generally require a visa to travel to any of our destinations. However, your own particular circumstances (which will not be evident to us from your booking form) may mean that a visa is required for you or another member of your party. We would strongly urge you to contact the consulate of the country(ies) that you will be visiting to obtain the most up-to-date information before booking with us. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

**HEALTH** At the time of going to press no inoculations were required for any countries in this brochure. The Department of Health website [www.nhs.uk/ehic](http://www.nhs.uk/ehic) will give you the latest information. We will make every reasonable effort to advise you of any health rules but must emphasise that it is your responsibility to ensure any such rules are complied with. Illness or pregnancy may require a "fit to fly" certificate from your GP. Please advise us.

**REDUCTIONS FOR CHILDREN** Some of our hotels do offer the opportunity for children to stay and/or eat free (gratuities will still be payable). We do prefer to cost child reductions individually-although this takes a little extra time it often means better value for you than a flat reduction. If a child occupies adult accommodation a reduction may not be possible on the accommodation. One or two hotels do make charges for cots-we will happily offer advice and prices.

**BABY-SITTING** Usually notice is needed to book a sitter. Please check their suitability, the cost and the exact service given.

**BOOKING A PRESTIGE HOLIDAY** It's so easy! Use your local bonded travel agent, book online at [www.prestigeholidays.co.uk](http://www.prestigeholidays.co.uk) or call us on 01425 480400. It's best to book early but we are excellent at late bookings too. Our normal deposit is £150 per person, but occasionally it may be higher - full payment is needed for bookings within 10 weeks of travel.

**OUR CONFIRMATION** We will process your

confirmation as speedily as possible and will then forward to you or your travel agent a full confirmation and invoice. It is useful to keep this handy, even when on holiday.

**PAYMENT** Please note that full payment is due 10 weeks before your departure. You can pay for your holiday using any credit card or debit card. For your and our protection and security we require the security numbers on the back of the card and the address the card is registered to.

**ALTERATIONS** If you make changes to your holiday arrangements after booking we will be obliged to pass on additional costs and make a small charge to cover any administrative expenses.

**CANCELLATION** If you are obliged to cancel your holiday for whatever reason please refer to our Booking Condition No. 12.

**PRICES** There will be no currency surcharges on any holiday in this brochure. Please see Booking Condition No. 7 for full details.

**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.

**WHEN DRIVING ABROAD** Please carry your driving licence, passport and car hire documents (or copies of them) securely at all times.

**HOLIDAY PRICE** Our prices and any supplements are per person sharing a double room and are based on return flights from London, unless otherwise stated. Included in our basic holiday price are:

- Return flight - including a baggage allowance of 23 kilos (one or two pieces) unless indicated otherwise on your tickets/itinerary.
- Accommodation and meal(s) as shown, taxes and gratuities-unless otherwise stated.
- The appropriate Airport Passenger Duty taxes.
- In flight meals or snacks (where included by the airline at no charge).
- Transfers - to/from the airport to your accommodation by private air-conditioned taxi in Bermuda only.
- Telephone assistance of our local handling agent in Bermuda only.
- Special offers (see page 8).

Extras to our basic holiday price:

- Supplements - items such as superior, single or seawiew rooms, and flight supplements including flight seats, bags and meals need to be added. N.B. If it is a 'No Single Room Supplement' period, a transfer cost may be payable.
- Returnable Deposit - on apartment holidays - which you may be asked to deposit to cover possible breakages during your holiday.

**Remember to take out good holiday insurance cover.**

**LICENCE 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 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.

## 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](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

