

## Advantage Holidays & Cruise Booking Terms & Conditions

Advantage 4 Travel Ltd trading as Advantage Holidays & Cruise, company number 05333310 with its registered office address at 15-21 Provost Street, London, N1 7NH (Advantage, we, us or our) operates the websites with the URL [www.advantag holidays.com](http://www.advantag holidays.com) and [www.advantag holidaysagents.com](http://www.advantag holidaysagents.com). We sell packages holidays through our agent retailers who are members of the Advantage Travel Partnership operated by Advantage Travel Centres Limited.

In these booking conditions, references to "you" and "your" means all persons listed in the booking confirmation for the booking (including anyone added or substituted at a later date).

These booking conditions, our privacy policy, our website terms of use and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us for your travel services. Please read them carefully as they set out our respective rights and obligations. By making a booking, you agree to be bound by all of them. If the travel services you book with us include transport including air or cruise, the conditions of carriage of the operator will also apply to your booking and form part of your contract with us (see Section 13f. of these booking conditions for further details).

You must be 18 years old at the time of booking and possess the legal capacity and authority to act and travel as the lead name on the booking. We will only deal with the lead name on the booking in all correspondence.

Special Note: We endeavour to ensure the accuracy of all the information and prices in our advertising material. However, occasionally changes and errors do arise and we reserve the right to correct them in such circumstances and we will confirm the current price and all other information relating to the arrangements that you wish to book before your booking is confirmed.

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### **1) Before you book**

#### **1a) Visa, Passport and Immigration Requirements**

Your specific visa, passport and immigration requirements are your own legal responsibility. Advice and specific information can be found at the Foreign & Commonwealth Office (FCO) website at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo). If you are travelling on a cruise, there are likely to be several countries within your cruise itinerary and you are responsible for complying with all of the requirements for all of the countries within the itinerary. Neither we nor the carrier accept any responsibility or liability if you do not comply with any of the visa, passport and immigration requirements of the country to which you are travelling to.

#### **1b) Safety and Security**

At Advantage Holidays, the safety and security of our customers and staff is paramount.

The FCO website <https://www.gov.uk/foreign-travel-advice> includes useful information on subjects including safety and security, local laws and customs, entry requirements, natural disasters, the political situation, health alerts, and crime information. It also tells you what to do if something goes wrong. We advise all customers to read the latest information on their chosen destination before they travel.

#### **1c) Health & Vaccination Information**

We will give you general information on the health formalities of the destination countries included in your package, however it is your responsibility to ensure that you have specific health and vaccination advice based on your circumstances from the appropriate expert. For the latest information on the required / recommended health and vaccination information for the country you are travelling to, you should contact your local General Practitioner or Health Centre. Note that some vaccinations can require a treatment course which may need to be split over several months. Also note that cruise itineraries may involve travel to several countries and so you need to comply with each destination country's requirements.

You can also find further detailed health information for your chosen destination at <https://travelhealthpro.org.uk/>

#### **1d) Fitness to Travel**

You must inform us of any medical or health condition or any reduced mobility of any guest travelling before you book. This will allow us to ensure that holiday is suitable for your needs. If you do not disclose this to us and any supplier of your travel services is not able to cater for your needs or, in the case of a cruise operator or other transport provider, is unable to embark you safely, we will not be responsible or liable. Please check the carrier's terms and conditions for more information before you book. You may be required to produce medical evidence where relevant to a risk assessment of safety to travel.

### **2) Booking and paying for your holiday**

#### **2a) Booking requirements**

To confirm your holiday, we will require your title, first name(s), middle name(s) and surname(s) (as per your passport) along with your date of birth. See our Privacy Policy for further information on how we use your personal data to arrange your holiday.

#### **2b) Deposit Information**

Unless otherwise stated at the time of the time of booking, we require a £150 per person deposit for land-based holidays and £150 per person, plus a cruise lines variable deposit (typically 10% of the cruise value) in order to confirm your arrangements. A higher deposit can sometimes be required and generally, flights need to be paid in full at the time of booking and are non-refundable. Your deposit will only be refundable as set out in these booking conditions.

## **2c) Booking Confirmation**

No package travel contract with you is formed until we issue a booking confirmation setting out full details of your arrangements (the booking confirmation), whether or not a deposit or other amount has been paid see section 10 for further details of the Booking Confirmation. Accordingly, neither you nor we have any legal obligation prior to the issue of the Booking Confirmation.

## **2d) Late bookings**

Land based bookings (including those with transfers, car hire and attraction tickets) made 70 days or less before your departure date require payment in full at the time of booking. Cruise inclusive bookings will be collected at 120 days prior to departure.

## **2e) Balance due date**

Payment of the balance of the price of your holiday must be received by us no less than 70 days prior to departure for land based holidays or 120 days prior to departure for Cruise inclusive bookings. The balance due date is stipulated on your Booking Confirmation.

Should payment of the full balance not have been received by us (or your travel agent) at least 70 days prior to departure for land-based bookings or 120 days prior to departure for Cruise inclusive bookings, we reserve the right to treat this as a cancellation of your holiday booking with us with immediate effect. In this instance we reserve the right to retain the deposit (and any other pre-payments) paid to us by you.

## **2f) Payments to authorised agents**

Any money paid to one of our authorised agents is held by that agent on our behalf until it is paid to us or refunded to you.

## **2g) Booking Supplements**

Any supplements which need to be added the cost of your holiday will be highlighted at the time of booking. A supplemental charge does not necessarily mean that any additional service will be provided to you. Note that for cruises, there will generally be no right to exclusive occupancy of a cabin unless you pay a single occupancy supplement. We will advise you of any single occupancy supplement when you book.

## **2h) Travel insurance**

It is a condition of our package travel contract that you are covered by adequate travel insurance for your holiday. Such insurance as a minimum must cover your costs and liabilities sustained as a result of your cancellation, medical issues, and including repatriation in the event of accident, illness or death. If you choose to travel without adequate insurance cover, we will not be liable for any of your losses howsoever arising, in respect of which insurance cover would otherwise have been available. If you book a cruise package with us, you may be required to obtain a higher level of medical and repatriation coverage to cover emergency evacuations from the ship, as per operator's terms and conditions.

## **2i) Age restrictions**

Most cruise operators have a minimum age for infants, a minimum age for cabin sharing and a requirement for under 18s to be accompanied by an adult. You must inform us of the ages of all your party members before you book and we are not responsible for any of your group being prohibited from boarding on account of not meeting the age restrictions if this is not properly disclosed to us.

### **3) Our commitment to you**

#### **3a) Provision of travel services**

Once you have made a booking with us and this has been confirmed to you by the issue of a Booking Confirmation, we are responsible to you for the proper performance of your travel arrangements. Your package travel contract comprises your Booking Confirmation and these Booking Conditions and no contract shall have been formed until we issue the Booking Confirmation (as per Section 2c above).

#### **3b) Pricing**

We reserve the right to increase and/or decrease prices and correct any errors in advertised prices of any of our holidays at any time prior to issuing your Booking Confirmation. All changes will be advised to you before you book.

The price of your holiday is inclusive of taxes and where applicable, all additional fees and charges and other costs. Where any costs cannot be reasonably calculated by us in advance of the conclusion of your contract, we will give you an indication of the type of additional costs which you may still have to bear at the time of booking.

#### **Changes to the price**

We can change your holiday price after you have booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. 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 insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to 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 (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

#### **3c) Date of booking**

The date shown on the Booking Confirmation and, where your holiday includes a flight, the ATOL certificate is the date of booking.

#### **3d) Booking errors**

Once you have made a booking with us and you have received your Booking Confirmation and the ATOL certificate (see Section 4(a) ATOL protection) we ask you to read the documentation carefully. Should you notice any details which are incorrect (including any misspelled or incorrect names) you should advise us within 10 days of the date of booking. If you fail to notify us within that period, we are unable to accept liability for inaccuracies on your booking and any changes that you require will be at your cost.

#### **3e) Optional products and activities**

Optional products & activities may be purchased from us prior to travel as part of your package holiday. Some of these products and activities will require you to be in good physical and mental health and when booking these products and activities with us you are agreeing that you and your party are in good health with no medical history that would make it dangerous for you to participate. In addition, you must have adequate personal travel insurance for the type of product booked.

Certain products and activities booked with us are subject to minimum party numbers and may be cancelled within the period specified by in the Booking Confirmation should these numbers not be met. Should this situation arise you will be provided with a full refund for the activity or product affected.

Please note that optional products and activities which are booked locally in resort and not through us prior to travel, do not form part of your package travel contract with us. Likewise, shore excursions reserved with a cruise operator do not form part of your package travel contract with us. Your contract in these instances will be between you and the local operator with whom you book. Local operators are not servants, agents or suppliers of Advantage and accordingly we are not responsible for any act of or omission by the local operator.

## **4) Your financial protection**

### **4a) ATOL protection for flights**

We provide full financial protection for our package holidays

For flight-based holidays, including fly-cruise packages, this is through our Air Travel Organiser's Licence number 76778 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 holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we are not 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 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.

When you buy a flight-based holiday, all monies you pay to the travel agent are held by him on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agents obligation to pay it to us for so long as we do not fail. If we fail, 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 our behalf at all times.

### **4b) Financial protection for non-flight packages**

When you buy a package holiday that does not include a flight, including cruise-only packages, protection is provided by way of a bond held by ABTA - The Travel Association 30 Park Street London SE1 9EQ, [www.abta.co.uk](http://www.abta.co.uk).

## **5) Making changes to your holiday**

### **5a) Amendments**

If you wish to change any part of your booking after your Booking Confirmation has been issued, we will endeavour to make the changes, but it may not always be possible. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare.

If we are able to make changes to your booking we will pass on to you any increase in price from, or any amendment fees charged by, the suppliers with whom each element of your holiday has been booked.

Any requested changes must be made in writing by post or email by the person who made the booking or by your travel agent to us at

Advantage Holidays Customer Services

21 Provost Street

Hackney

London

N1 7NH

bookingadmin@advantageholidays.com

## **5b) Transferring your booking**

You may transfer your booking to another person who satisfies all the conditions applicable to your travel contract. We must receive at least 7 days written notice (including email) to Customer Services from you in order to make such a transfer. Any additional fees, charges or other costs incurred as a result of transferring your booking will be passed on to you with these costs being advised to you before we effect any transfer. You and the person to whom you transfer your booking shall be jointly liable to us for all cost we incur in making the transfer, the payment of the balance due and for any such additional fees, charges or other costs. Any request for a transfer of a booking received by us less than 7 days before the scheduled departure date will be treated as a cancellation by you and a cancellation charge under clause 6 shall become payable.

As most airlines do not permit name changes for any reason after tickets have been issued, the transfer of an airline ticket will usually be charged at the full cost of the flight.

You can contact us by post or email:

Advantage Holidays Customer Services

21 Provost Street

Hackney

London

N1 7NH

bookingadmin@advantageholidays.com

## **6) Cancelling your holiday**

### **6a) Right of Cancellation**

You may cancel your package travel contract at any time before the start of the package. If you wish to cancel your arrangements, the lead name on your Booking Confirmation must notify us in writing (including by email) as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail within 24 hours by the lead name. Cancellation will take effect when we are notified provided that written confirmation is received by us within 24 hours of the original notification.

### **6b) Cancellation Invoices**

Cancellation invoices will be sent to your agent (or to you when making a booking directly with Advantage Holidays) within 7 days. If you do not receive this please contact us immediately. Should you already be in receipt of your airline tickets you should return these to us along with your request of cancellation.

## 6c) Cancellation Charges

If you cancel your booking with us, the charges set out in the tables below will apply for their representative holiday types. These charges represent our reasonable costs of terminating your package travel contract (including cancellation charges that our suppliers charge us) based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services.

References to the deposit include all sums paid or payable at the time of booking.

Short-haul, land-based holidays (excluding a cruise element)	
Cancellation notice received by us (Days prior to departure)	Cancellation Charge
42 days or more	Loss of deposit
41 to 29 days	50% of holiday cost
28 to 15 days	75% of holiday cost
14 days or less	100% of holiday cost

Long-haul, land-based holidays (excluding a cruise element)	
Cancellation notice received by us (Days prior to departure)	Cancellation Charge
71 days or more	Deposit Only
70 to 56 days	30% of holiday cost
55 to 42 days	50% of holiday Cost
41 to 29 days	70% of holiday cost
28 days or less	100% of holiday cost

Cruise inclusive holidays	
Cancellation notice received by us (Days prior to departure)	Cancellation Charge
120 days or more	Deposit Only
119 to 56 days	70% of holiday cost
55 days or less	100%

For group bookings of 10 or more passengers, please call us so that we can advise you of the cancellation charges applicable to your group booking. Certain non-refundable rates that we have secured for your group and airline ticketing rules will impact your cancellation charges. Please ask for details at the time of booking.

Cancellation charges will not be applied where you cancel due to unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity which significantly affect the performance of the package or your carriage to the destination. In this event you will be entitled to a full refund of any payments made for the package but shall not be entitled to any additional compensation.

#### **6d) Travel Insurance protection against cancellation**

We recommend you take out appropriate travel insurance to obtain cover against loss of deposit and cancellation fees. See section 2h on Travel insurance above.

#### **7) If we change or cancel your holiday, our commitment to you**

##### **7a) Accuracy of booked element descriptions**

We rigorously check and strive to ensure that we provide accurate information that is correct to the best of our knowledge at the time of issue and viewing. However, facilities may have changed from those advertised or be unavailable at the time of booking. Please check the up to date information at the time of booking. Due to local conditions, tour, excursion, cruise or safari itineraries may change. We will always advise you as promptly as possible of any significant changes that we are made aware of prior to your departure and you will have the rights set out in Section 8 below.

##### **7b) In-resort and in-hotel building and development work**

Many resorts and hoteliers continue to improve and develop, sometimes intensively with either no advanced or very little notice. As a responsible tour operator, whilst we have no control over building or development work which is undertaken, it is extremely important to us that we make you aware and ensure you are updated on any building or development work which may be taking place during the period of your stay.

General refurbishment in hotels and resorts is necessary to maintain standards but if we are informed of such work and believe this will have a significant detrimental affect on your holiday, we will notify you as soon as possible, however near to your departure this may be, and you will have the rights set out in Section 8 below.

##### **7c) Flight times, carriers and routes**

Flight times, carriers and routes advertised and/or detailed on your Booking Confirmation are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control as they are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. Airlines occasionally change the type of aircraft used without advance warning. Scheduled and charter flight timings, and days of operation are subject to change. We will advise you of any significant changes as soon as we ourselves are informed by the airline. Minor timing changes will be shown on the flight tickets, which you should check carefully when received. Should the changes involve a significant reduction in the duration of your holiday, we will offer you a refund of any reasonable costs of the booking that are no longer required due to the change. Any change in the airline providing your flights, minor changes to flight timings and/or aircraft type will not entitle you to cancel or change your other holiday arrangements without paying our normal cancellation charges.

#### **8) If we change or cancel your holiday before your departure**

We hope and expect to be able to provide you with all the travel services confirmed to you in your Booking Confirmation. However, as we plan arrangements a long time in advance of your holiday using independent suppliers, such as airlines and hotels, over whom we have no direct control, on occasion, changes do have to be made, and we reserve the right to change or cancel your holiday at any time. We will not cancel less than 70 days before your departure for land based holidays and no less than 120 days for cruise inclusive packages, except for Unavoidable and Extraordinary Circumstances (section 9) or failure by you to pay the final balance or because the minimum number required for the package to go ahead has not been reached. The minimum number required for any particular package will be provided to you with the holiday description, along with the time limit for us to tell you if the package has to be cancelled. If we are constrained to alter significantly any of the main characteristics of your holiday or cannot fulfil your special requirements that we have agreed to in your Booking Confirmation (Significant Change) or cancel, we will tell you as soon as possible. Your rights in the event of a Significant Change or cancellation by us are set out below.

## 8a) Significant Changes

If we have to make a Significant Change, we will notify you as soon as possible and within 7 days of receiving our notification, you may:

8b.1. accept the proposed change; or

8b.2. terminate the contract without paying a cancellation charge.

If you choose to terminate the contract, you may accept a substitute package where we are able to offer this to you, if possible of an equivalent or higher quality. If you do not accept a substitute package (or we are unable to offer one to you) you will be entitled to a full refund within 14 days after the contract is terminated.

Where the changes to your contract or the substitute package offered result in a package of lower quality or cost, you will be entitled to an appropriate price reduction.

## 8b) Compensation

If we have to make a Significant Change or cancel your holiday before the start of the package, you are entitled to receive compensation for any damage which you sustain as a result of our failure to perform or improper performance of the travel services (lack of conformity) included in your original contract. We will pay you the compensation payments set out in the table below, unless:

8b.1. we are prevented from performing the contract because of Unavoidable and Extraordinary Circumstances (see section 9);

8b.2. we have to cancel because the minimum number of persons enrolled for the package is smaller than the minimum number stated in the contract;

8b.3. the lack of conformity is attributable to you (for example you have failed to pay your balance by the balance due date); or

Compensation payable	
Time when Significant Change or cancellation notified to you (Days prior to departure)	Compensation per person
More than 71 days prior to departure	Nil
70 to 49 days	£10pp
48 to 29 days	£20pp
28 to 15 days	£30pp
14 days or less	£40pp

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Where you book a cruise package with us, you may be offered a cruise credit on behalf of the cruise operator instead of the compensation per person amount in the table above. The operators terms and conditions applying to using such credits will apply.

## **8c) Minor Changes**

We may make minor changes to your package as long as we notify you. No compensation is due for changes that are not Significant Changes. Examples of minor changes may include a change of flight time of less than 12 hours, changes to aircraft type and change of accommodation to another of the same standard.

## **9) Unavoidable and Extraordinary Circumstances and Assistance**

9a. We shall not be in breach of our contract with you nor liable for delay in performing, or failure to perform, any of our obligations under our contract with you nor be liable for compensation if we have to change or cancel your travel arrangements, if such breach, change, cancellation, delay or failure results from unavoidable and extraordinary circumstances, being a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken (Unavoidable and Extraordinary Circumstances).

9b. Even where we have no liability for compensation due to Unavoidable and Extraordinary Circumstances, we will always provide appropriate assistance without undue delay where you are in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance; and assisting you to make distance communications and to find alternative travel arrangements. We reserve the right to charge a reasonable fee for such assistance if the difficulty is caused intentionally by you or through your negligence.

9c. If it is impossible to return you as agreed in the package travel contract because of Unavoidable and Extraordinary Circumstances, we will bear the cost of necessary accommodation, if possible of an equivalent category, for a period not exceeding 3 nights per traveller, or longer in the case of those with reduced mobility, pregnant women, unaccompanied minors or those with specific medical assistance requirements, provided these needs were notified to us at least 48 hours prior to the start of the package.

## **10) Your holiday documentation**

### **10a) Booking Confirmation**

After you have made a booking with us and your deposit has been received, we will issue your Booking Confirmation which will detail the deposit paid and the balance due to us (this does not include any promotional discounts which your travel agent may have agreed with you separately) and will include the main features of your package together with certain additional required information. No contract between us exists until the Booking Confirmation has been issued.

You or your agent will receive the Booking Confirmation and ATOL certificate as soon as your booking is confirmed.

### **10b) Travel tickets**

Approximately 14 to 7 days before departure you will receive your flight ticket / e-ticket together with an itinerary and the relevant tickets for your accommodation, transfer, cruise or any other elements which you may have booked with us. In the case of late payment and / or late bookings, tickets may be handed to you at the airport on departure and a copy of your booking invoice will be issued as proof of purchase. Please ensure that you check the flight timings on your tickets carefully.

The correct timings, using the 24-hour clock system, may have been adjusted since you received your Booking Confirmation.

## **11) During your Holiday**

### **11a) Flight delays and cancellations**

### **11a.1)**

A delay to or cancellation of your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. However, you may be entitled to claim under the delay section of your travel insurance policy. We are only responsible to pay compensation for delay or cancellation of a flight included in your arrangements with us if we are unable to provide a significant proportion of the services in your package travel contract or there is lack of conformity attributable to us. See Section 12. You can obtain assistance from airlines, and in some cases compensation, for delays and cancellations under the European Denied Boarding Regulation (EU 261/2004) See Section 11a.4 below.

### **11a.2)**

Flight times are provided by airlines and are subject to change owing to matters such as air traffic control restrictions, weather conditions and technical problems. Flight timings are therefore estimates only and cannot be guaranteed. As between you and any individual airlines, the airline's standard conditions of carriage will apply. These may limit or exclude liability in accordance with relevant international Conventions. Copies of these Conventions are available from us on request.

### **11a.3)**

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a significant delay for any reason, you must contact the airline or other transport supplier concerned immediately.

### **11a.4)**

Under the European Denied Boarding Regulation (EU 261/2004), if you have been denied boarding, your flight has been cancelled or it has been significantly delayed, it is the airlines duty to look after you. This means providing food, drinks, and some communications. If you are delayed overnight, this also means overnight hotel accommodation and travel to and from it.

Full details of these rights are publicised at EU airports and are also available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengerrights](http://www.caa.co.uk/passengerrights). Your claim for this assistance and any compensation must be made directly to the airline.

Liability of an airline under EU 261/2004 will not automatically entitle you to a refund of your holiday price from us. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. Carnival is not an air carrier and is not liable to pay compensation under Regulation 261/2004.

## **11b) Significant proportion of services not provided**

### **11b.1)**

Where we cannot provide a significant proportion of the travel services as agreed in the package travel contract or you notify us that a significant lack of conformity substantially affects the performance of the package, Section 12e applies.

## **11c) Your behaviour**

If in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing or is likely to cause danger or upset or persistently affect the enjoyment of others, or to cause damage to property, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid and we will have no further responsibility for your holiday arrangements (including any return travel).

## **11d) If you have a complaint whilst on holiday**

If you have a complaint about your arrangements whilst away, you must notify the supplier of the service in question and our local agent (whose contact details can be found in your booking documentation for example accommodation vouchers highlight the number to call for in-resort assistance relating to your accommodation or ground arrangements) as soon as possible. They will do their best to rectify the situation. If you do not make your complaint as soon as possible while on holiday, this will deprive us of the opportunity to investigate and try to remedy your complaint in resort, and this may affect your rights under your contract with us. If a problem remains unresolved during your holiday, you must make a complaint in writing to us at Advantage Holidays at 15-21 Provost Street, London, N1 7NH or sending us an email to [support@advantagetravel.com](mailto:support@advantagetravel.com) within 28 days of the completion of the holiday. Please remember to quote your holiday booking number and daytime telephone number. We will acknowledge your complaint within 7 days and respond to you within 28 days of our acknowledgement of your written complaint.

### **11e) In-resort representation services**

Please note we do not have representative services available in all the destinations we feature and therefore you may not necessarily be met on arrival. Please ensure you refer to your itinerary which will provide the appropriate contact details should you need assistance whilst on holiday.

### **11f) Curtailment by you**

If for any reason (apart from any fault by us or any supplier or due to Unavoidable and Extraordinary Circumstances (ref clause 6(c)), you decide to curtail your holiday, we shall assist you to make arrangements to return home but you will be fully responsible for all costs incurred in any additional travel arrangements that you require and shall pay any invoice that we render in respect of these additional services within the specified payment date. No refunds shall be due to you in relation to the price of the original booking. Other than assisting you to make alternative arrangements, we shall have no other responsibility or liability to you in respect of any curtailment of your trip at your discretion.

## **12) Our Responsibilities**

### **12a)**

We are responsible for the performance of the travel services included in your package travel contract as an organiser under the Package Travel and Linked Travel Arrangements Regulations 2018 irrespective of whether those services are to be performed by us or by other travel service providers. It is ours and/or our agents responsibility to ensure that you have been provided with all details set out here <https://www.legislation.gov.uk/ukxi/2018/634/schedule/1/made> before the booking is made. If you have not been given sufficient information please let us know immediately. More information on key rights under the Package Travel and Linked Arrangements Regulations 2018 can be found here <https://www.legislation.gov.uk/ukxi/2018/634/schedule/2/made>

### **12b)**

If you perceive that we have failed to perform or have improperly performed the travel services included in your package, then you must notify us without undue delay.

### **12c)**

We shall endeavour to remedy that lack of conformity as per section 12b above unless that it is impossible or entails disproportionate costs taking into account the extent of lack of conformity and the value of the travel services affected.

### **12d)**

If we do not remedy the lack of conformity pursuant to Section 12(c), and this has affected the enjoyment of your travel arrangements you may be entitled to an appropriate price reduction or compensation or both. Please note that it is your responsibility to show that we have failed to perform or properly performed the contract if you wish to make a claim against us.

#### **12e)**

Where we cannot provide a significant proportion of the travel services as agreed in the package travel contract, we shall offer, at no extra cost to you, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where your return to the place of departure is not provided as agreed.

#### **12f)**

Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, we shall grant you an appropriate price reduction.

#### **12g)**

You may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction is inadequate.

#### **12h)**

Where a lack of conformity substantially affects the performance of the package and we have failed to remedy it within a reasonable period set by you, you may terminate the package travel contract without paying a cancellation charge and, where appropriate, request, in accordance with Section 13, a price reduction and/or compensation for damages.

#### **12i)**

If it is impossible for us to make alternative arrangements or you reject the proposed alternative arrangements in accordance with Section 12h. above, you are, where appropriate, entitled to price reduction and/or compensation for damages in accordance with Section 13 without terminating the package travel contract.

#### **12j)**

If the package includes carriage, we shall, also provide for your repatriation with equivalent transport without undue delay and at no extra cost to you.

#### **12k)**

If we cannot return you to the place agreed in the package travel contract because of Unavoidable and Extraordinary Circumstances, Section 9(c) shall apply.

### **13) Price reduction and compensation**

#### **13a)**

You are entitled to receive a price reduction for any period during which there was a significant lack of conformity, unless it was attributable to you or due to Unavoidable and Extraordinary Circumstances.

#### **13b)**

Subject to the following Sections, you are entitled to receive appropriate compensation from us for any damage which you sustain as a result of any lack of conformity.

### **13c)**

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description to the extent that the lack of conformity is attributable to you; or due to Unavoidable and Extraordinary Circumstances.

### **13d) We will not be responsible or pay you compensation:**

#### **13d.1)**

for services or facilities which do not form part of your package travel contract or where they are not advertised by us. For example, any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you (see Section 3(e))

#### **13d.2)**

13.d.2. for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

### **13e) Any compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to)**

#### **13e.1)**

whether or not you have followed the complaints procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions. when making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

### **13f) We limit our liability to you in the following situations:**

#### **13f.1)**

Luggage or personal possessions and money:

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

#### **13f.2)**

Claims covered by a transport providers conditions of carriage or an applicable international convention:

When arranging transportation for you, the terms and conditions of carriage of the transport provider will apply. We limit our liability in accordance with those terms and conditions. In addition, we are entitled to limit our liability in accordance with any applicable International Conventions. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

#### **13f.3)**

Claims not falling under (13f.1.) or (13f.2.) above and which do not involve injury, illness or death: The maximum amount we will have to pay you in respect of all claims not falling under 13f.1 or 13f.2 above and which do not involve injury, illness or death caused intentionally or with negligence is three times the total price paid for the travel services by or on behalf of the person(s) affected.

#### **14) Jurisdiction and applicable law**

These Booking Conditions and any contract you enter into with us subject to these Booking Conditions 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 countries and if you wish to do so.

#### **15) ABTA**

We are a Member of ABTA, membership number Y6353. 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 cannot 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.

#### **16) Data Protection**

##### **16a)**

In order to process your booking we will need to collect personal data from you. The personal data we collect may include names and contact details, credit/ debit card or other payment information and special requirements such as those relating to any disability or medical condition which may affect holiday arrangements and any dietary restrictions which may disclose your religious beliefs (such data relating to disability, medical conditions or religious beliefs being defined as special category data).

##### **16b)**

Personal data will be passed on to the relevant suppliers of your arrangements and any other third party (including banks and/or credit card issuers) who need to know it so that your holiday can be provided. The information may also be provided to government / public authorities such as customs, immigration and the security services if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We will ask (or will procure that our agents ask on our behalf) for your consent to our processing of your special category data including passing it onto our suppliers.

##### **16c)**

By making a booking with us, you agree to allow us to contact your insurers, their agents and medical staff to disclose relevant information to us (or third parties on our behalf) in circumstances where we may need to act in your interests or in the interests of everyone in any group with whom you are travelling. For example, if you contract an infectious illness whilst on holiday, we may need to make special arrangements for you and ensure that you do not return with the group immediately.

##### **16d)**

Please see our Privacy Policy <https://www.advantagetravelpartnership.com/privacy> for further details of the personal data that we collect and the other purposes that we use it for. Where we require your consent to your data and you have given us your consent, you can withdraw your consent at any time by contacting us at [GDPR@advantagetravelpartnership.com](mailto:GDPR@advantagetravelpartnership.com)

**Registered office: 21 Provost Street, London, N1 7NH**

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**Our ATOL number: 76778 • ABTA membership number: Y6353**

