

# ATG Booking Conditions

All bookings are made and accepted in accordance with the terms set out in these conditions. In these booking conditions, "you" and "your" means all persons named on your booking (including anyone who is added or substituted at a later date) or any of them as the context requires. "We", "us" and "our" means ATG Oxford.

## **Bonding & Security**

ATG Oxford is a trading name for Alternative Travel Group Ltd, registered in England No. 1449375. ATG Oxford is a fully bonded tour operator, licensed by the Association of Bonded Travel Organisers Trust Limited (ABTOT), which provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Alternative Travel Group Ltd (ABTOT number 5181).

## **Making your booking**

The Best Price offered at the time of booking will be displayed on the ATG website. To secure a reservation a deposit is required for each person travelling. The amount of the deposit (minimum £200) will be displayed on the ATG website ('How to Make a Booking'). On receipt of the deposit a binding contract between us comes into existence.

We recommend that you do not make travel or other arrangements in connection with your booking until you receive our confirmation. In the unlikely event of your booking request not being confirmed to your satisfaction, you will be entitled to receive a full refund of your deposit.

You will receive confirmation of your booking with details of your confirmed travel itinerary. Please check our confirmation as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document is incorrect is incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

Where a deposit is received by credit or debit card, the final balance, when due, will be charged to this card unless you otherwise notify us. The balance is due 90 days before the departure date of your trip. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or payments due at that date.

## **If you alter your booking**

If you wish to make any alteration to your booking after it has been confirmed by us, we will do our best to accommodate your request, which must be specified in writing. An amendment fee of £50 per alteration per person will be made to cover the necessary administration costs incurred. All changes are subject to availability, and if we are able to make the change, you will be liable to pay any costs which result, for example any amendment or cancellation charges imposed by any relevant supplier. Some suppliers, for example, may treat a change of name or date, as a cancellation and subsequent rebooking. For any change of trip or trip date less than 91 days prior to departure, cancellation charges will apply (see 'If you cancel your booking'). We should emphasise that we cannot accept liability for any loss, damage or additional expense incurred by you as a result of choosing to make any change.

**If you transfer your booking to another person**

If you are unavoidably prevented from travelling, you may transfer your place on the booking to another person, provided that this is done 28 days or more before departure. The person to whom the trip place is transferred must meet any conditions which apply to it. The right to transfer is subject to payment of an administration fee of £100 per person, together with all additional charges of whatever sort imposed by suppliers providing the component parts of the trip. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight at the then applicable price as the airline will treat the original booking as cancelled and levy 100% cancellation charges.

**If you cancel your booking**

Cancellation of booking will become effective upon receipt of written notification from you, and the following cancellation charges will be due:

Up to 91 days before departure: deposit only.

Cancellation 90 - 43 days before departure:

45% of the invoice total.

Cancellation 42-29 days before departure:

60% of the invoice total.

Cancellation 28-15 days before departure:

75% of the invoice total.

Cancellation 14-8 days before departure:

90% of the invoice total.

Cancellation 7 days or less before, or after departure:

100% of invoice total.

The above cancellation charges apply to the land cost only. If air tickets have been issued, you will have to pay the full cost of those flights in addition. Any previously incurred amendment charges are non refundable. If the reason for the cancellation of your holiday falls within the terms of your insurance policy, then any such charges (less any applicable excess) may be refunded to you by your insurance company.

If you cancel your booking no refund will be issued in the event of the cancelled places subsequently being filled. Cancelled bookings do not count towards the ATG '11th Trip Free' offer.

**If we alter or cancel your booking**

We start planning the holidays we offer long in advance. Occasionally, we have to update information on our website both before and after bookings have been confirmed. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

If we have to alter your trip before departure, any alteration will either be significant or minor. Where an alteration is minor, we will, if practicable, advise you before departure, but we are not obliged to do so, pay you compensation or allow you to cancel or transfer to another holiday without paying our normal charges. A minor alteration is any alteration apart from a significant alteration. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure: a rescheduling of more than 15% of a current published itinerary, a change of accommodation to that of a lower official classification or standard for the whole or a major part of your ATG holiday, a change of accommodation area for the whole or a major part of your ATG holiday. If we have to make a significant change or cancel, we will tell you as soon as reasonably possible.

If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) Accepting the changed arrangements or
- (b) Purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will endeavour to offer you an alternative of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact of a lower price than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is lower priced or
- (c) Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us (other than any previously incurred amendment or travel charges).

If we have to make a significant change or cancel after departure we will, where appropriate, pay you reasonable compensation depending on the nature and extent of the significant change and the circumstances, subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel your booking as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

When you have been advised of an alteration prior to departure, and elect to continue with the trip, this will be deemed to be acceptance of the change(s) and, apart from any compensation offered prior to departure, no further compensation will be paid.

ATG reserves the right to change any aspect of any itinerary prior to or after departure in the interests of clients' safety, wellbeing, comfort or the successful operation of the trip in altered circumstances, or in the light of UK Foreign Office or/and US State Department advice. Payment of compensation, if appropriate, will be limited to any overall cost saving to ATG Oxford, generated by necessary changes made in the interests of clients.

Very rarely, we may be forced by force majeure (see below) to change or terminate your holiday immediately prior to, or during, your holiday. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

#### **Escorted Groups**

The maximum number of participants on a trip is 16, and the average number of people on an ATG Escorted trip is 12, but on occasion numbers will be lower. Bookings are made, transferred and occasionally cancelled by clients up to the day of a trip's departure. If, at any time after 30 days before the trip's departure, group numbers fall to less than six, we will make every effort to contact you and offer you the options of accepting the departure of the trip with reduced numbers, or transferring to another trip, receiving a full refund of all monies paid to ATG that are directly related to the trip.

#### **Force Majeure**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by force majeure or you otherwise suffer any damage, loss or expense of any nature as a result of force majeure. In these booking conditions, force majeure means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, epidemics / pandemics, adverse weather conditions, fire, UK Foreign Office / US State Department advice against travel and all similar events outside our control / the control of the supplier(s) concerned.

## **Accommodation**

The cost of each trip is based upon accommodation in twin-bedded or double rooms. Double rooms for single occupancy, booked on payment of a nominal fee, may sometimes be smaller than double rooms normally allocated to two people. All room types are subject to availability. The nature of accommodation on each trip is described in individual itineraries. Reservations are accepted on the understanding that, whilst each hotel, or other accommodation, is usually one of the most characteristic, comfortable and best located for travelers on foot, you are fully aware that limitations imposed by some itineraries make it inevitable that the character, and sometimes the standard, of accommodation may vary from place to place, and in some areas, hotels may be of a generally lower standard in relation to their 'star ratings'.

## **Suppliers' Conditions**

Suppliers such as suppliers of accommodation or transport providers have their own booking conditions or conditions of carriage and you will be bound by these so far as the relevant supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant supplier sometimes in accordance with international convention. Where relevant, copies of such conditions may be available for inspection at the offices of the relevant supplier.

## **Flights**

The operation of Flight is outside our control. Timings 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. ATG cannot make any refund in the event of the cancellation of a flight or trip, or pay compensation for any additional costs involved as a result of changes in published flight times, routes, or flight delays.

Where flights are included in ATG itineraries, in the event of airlines changing or withdrawing their schedules or services, we will make every effort to arrange suitable alternative flights as close as possible to those advertised. All flights we arrange are subject to the airline's conditions of carriage which limit and exclude the airline's liabilities in accordance with international convention / EU regulation. In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "list" which contains details of air carriers who are subject to an operating ban within the EU. The list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm).

## **Price of the trip**

Prices of ATG trips and services are those currently publish on our website ([www.ATG-Oxford.com](http://www.ATG-Oxford.com)) at the time of booking. We reserve the right to change and correct errors in any of the prices, services or other particulars at any time before we enter into a contract with you. If there is any change or error of which we are then aware, we will notify you before we enter into a contract with you. Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in "If we alter or cancel your booking". Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you will pay the surcharge. Any

surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

Holiday costs are based on the rates at which ATG Oxford has bought forward currency to stabilise the cost of trips in the event of fluctuations in exchange rates.

#### **Health and Fitness**

Bookings are accepted on the understanding that all persons travelling are normally in good health and physically equal to the minimum demands of the chosen trip. If this is in doubt the Booking must be accompanied by a doctor's certificate stating that it is entirely safe for you to go on the particular holiday you have chosen. ATG reserves the right to decline to accept any persons not equal to the minimum demands of a trip where their continued participation adversely affects the enjoyment of other clients on the holiday. In such a situation we will have no further responsibility toward you including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

#### **Special requests and medical conditions / disabilities**

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. If you have any medical condition or disability which may affect your holiday or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

#### **Behaviour and damage**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate your holiday. In this situation, you will be required to leave the accommodation or other service. We will have no further responsibility toward you including any return travel

arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

**Insurance, Passport, Visa and Health Requirements** Please note that adequate travel insurance for all persons travelling (including medical, personal accident and repatriation in the event of illness, baggage, money and liability cover as well as loss of monies paid in the event of cancellation) is a condition of booking. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

You are responsible for arranging, and being in possession of, a valid, acceptable passport and any visas and vaccination certificates required for the duration of your holiday, and it is your responsibility to check, in good time before departure, the up to date position with regard to passport and visa requirements with the embassy or consulate of the country(ies) through which you are intending to travel.

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Information on health is contained in the Department of Health leaflet T7.1 (Health Advice for Travellers) available from the Department of Health via its website [www.dh.gov.uk](http://www.dh.gov.uk) and from most Post Offices. For holidays in the EU / EEA, EU citizens should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7.1 and the website [www.dh.gov.uk](http://www.dh.gov.uk)). Health requirements and recommendations may change and you must check the up to date position in good time before departure.

It is the responsibility of the person who makes the booking to ensure that all persons travelling are in possession of all necessary travel documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

### **Liability**

(1) We promise to make sure that the specified holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care have not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: –  
– the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or  
– the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or  
– force majeure as defined above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier

agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday-maker to refuse to take the holiday in question.

(5) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £500 per person affected unless a lower limitation applies to your claim under this paragraph (5) or paragraph (6) below. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under paragraph (6) below. This maximum amount will only be payable where you have not received any benefit from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotelier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea and COTIF, the Convention on International Travel by Rail). Please note: where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

### **Delay**

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to force majeure (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

### **Foreign Office Advice**

The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.fco.gov.uk](http://www.fco.gov.uk) which you are recommended to consult before booking and in good time before departure.

### **Safety standards**

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

### **Information**

#### **Brochure / website / advertising material accuracy**

The information contained in our brochure, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us or your travel agent at the time of booking.

#### **Activities and general area information**

We may provide you with information (before departure and/or when you are on holiday) about activities which are available in the area you are visiting. We have no involvement in any such activities which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities. We cannot guarantee accuracy at all times of information given in relation to such activities or about the area you are visiting generally or that any particular activity which does not form part of our contract will take place as these services are not under our control.

#### **Complaints and Arbitration**

Any complaint should be communicated to our representative as soon as it arises. Any verbal complaint should be put in writing as soon as possible if not resolved straight away. If you are not satisfied with the response of our representative or our representative cannot be contacted for any reason, please contact us in the UK during your holiday. If the issue is not resolved, then the complaint should be made in writing to ATG Oxford in the UK within 28 days of the end of your trip. Failure to notify our representative or us direct at the time so as to provide us with an opportunity to rectify the cause of the complaint may result in your loss of any legal rights in respect of the particular matter.

Should the complaint still not be resolved, we both agree that English law (and no other) will apply to our contract and to any dispute, claim or other matter of any description which arises between us must be dealt with by the Courts of England and Wales only.

**Financial security**

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Alternative Travel Group Ltd (ABTOT number 5181) and in the event of their insolvency protection is provided for:

**Non-flight packages**

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that Bookings made outside the UK are only protected by ABTOT when purchased directly with for Alternative Travel Group Ltd for Alternative Travel Group Ltd

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>