

# Atlantis Guest Reservation Terms & Conditions

## 1. Terms of the contract

The cruise holiday you are purchasing is organised by Atlantis Events in West Hollywood (the Company), acting as agent for the various cruise lines featured. This is offered for sale in the United Kingdom by Mundy Cruising plc of Quadrant House, 80-82 Regent Street, London W1B 5JB. On signing a contract, you agree to the terms and conditions of Atlantis Events, which have been sent to you with the confirmation. Although all of the information contained in this leaflet has been described in accordance with the latest information available at the time of printing, Atlantis Events reserves the right to make changes, though any change will be notified to you before you conclude a contract, or as soon as possible after it is known.

## 2. Booking procedure and deposit

In order to make a booking, please contact Atlantis Events UK to take an option on space. Complete and sign the booking form which will be sent to you with the terms and conditions. The person signing the booking form accepts these conditions and the brochure information on behalf of all persons named on the booking form. The booking form should then be with a deposit payment of \$1300. This can be paid by credit card, dollar cheque or sterling equivalent at the rate of the day. If you would like us to make other travel arrangements for you (flights, pre- or post-cruise hotels, transfers etc), please advise at the time of booking, and we will be happy to quote a fare.

## 3. Contract

The Company accepts your booking when it sends to you a confirmation invoice. Full payment of the balance shown on the confirmation invoice is required no later than 90 days prior to departure. If the booking is made and accepted within 90 days of departure, then full payment must be sent with the completed booking form. Failure to pay in full by this time may result in cancellation of your cruise and forfeit of your deposit.

## 4. Prices

The Company's prices are based on known costs and projections and it does not expect to have to make any changes. However, the Company reserves the right to increase prices at any time up to 30 days before departure to allow for variations in: a) exchange rates, b) transportation costs, including the cost of fuel and, c) increases in general tax rates (such as VAT) imposed in any country including dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports. Even in these cases, the Company will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and amendment charges). (Any increase will be calculated by reference to the total cost of the variation to the Company divided by its best estimate of the number of passengers likely to be affected, so as to arrive at a per capita increase). If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to the Company for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice.

## 5. Passports and visas

British passengers should carry a full British Passport, valid for at least 6 months after the end of your holiday. Other nationalities should also carry a full passport, and ensure that they advise their agent of their nationality so that full investigations can be made into visa requirements. Visa requirements will be advised in writing. It is the passenger's responsibility to ensure they have full and appropriate documentation.

## 6. Health requirements

For all travellers, we recommend immunisation against Typhoid, Polio and Hepatitis A. Do also update Tetanus protection.

In all cases, regulations can change, and the responsibility for meeting all current requirements is yours. It is essential that you consult your G. P. or health centre for specific advice on all countries you will visit, in plenty of time to enable you to protect yourself fully. We can supply a health advice travellers leaflet on request.

## 7. Insurance

All passengers must have adequate insurance cover against cancellation, illness, loss of luggage etc. You should advise name of your own insurer so as to indicate to the Company that you have in fact taken out adequate insurance cover.

## 8. Disabled passengers

Any physical disability that may require special attention or treatment should be advised to the Company at the time of booking. Unfortunately, passengers confined to wheelchairs cannot participate in some of the land tours offered in conjunction with some cruises.

## 9. Special Diets and Requests

The Company will endeavour, but does not guarantee, to meet any special diet requirements or special requests which you may have. These should be advised at the time of booking.

## 10. Booking amendment

Changes to bookings may be made after issue of the confirmation invoice and before 60 days prior to departure, subject to an administration fee of £50 per amendment and the payment by you of any additional costs incurred with relevant hotels and airlines. Changes to flight arrangements after tickets have been issued cannot be guaranteed because at that stage the Company may not be able to effect the change you request.

## 11. Booking cancellation

Cancellation of bookings must be made in writing to the Company. All tickets issued must be returned together with the notice of cancellation. The cancellation charges applicable are in accordance with this scale:

Period prior to departure date when notice of cancellation received by the Company	Cruises 1-8 Nights	Cruises Over 8 Nights	Resorts	Tours	
Over 150	No charge	No charge	No charge	\$100	
121-150	No charge	\$500	No charge	\$200	
91 - 120	\$200	30%	No charge	20%	of total package price
61 - 90	40%	40%	40%	40%	of total package price
31 - 60	100%	100%	60%	100%	of total package price
30 or less	100%	100%	100%	100%	of total package price

## 12. Alterations by the company

Arrangements for the holidays are made many months in advance by the company. Occasionally for reasons of force majeure or other circumstances beyond the control of the Company it is necessary to make alterations to the arrangements. The Company reserves the right to alter or cancel itineraries, accommodation or other arrangements at any time. In the event of significant alteration or cancellation prior to departure, the Company will inform you without delay and will offer you the choice of accepting the alteration and alternative arrangements of at least comparable standard, if available, or a full refund of all monies paid.

## 13. Our responsibility

The Company accepts responsibility for ensuring that all elements of your holiday are as described in this brochure and are of a reasonable standard. The Company also accepts responsibility for every service which it is contractually obliged to provide by its own employees or agents, or by sub-contractors or suppliers. However, if you and/or any other person included in your booking suffers damage as a result of the non-performance or improper performance of any service which the Company is contractually obliged to provide, the Company's liability to pay compensation shall be governed by the international conventions which govern such service. This limitation applies whether or not any particular international convention has been signed or ratified by the UK, or as any particular convention may be applicable by operation of UK Law. Examples of applicable conventions are the Athens Convention relating to the carriage of passengers and their luggage by sea of 1974 and the Warsaw and Hague Conventions of 1929 and 1955 relating to the international carriage of passengers and their baggage by air. Please note that international conventions limit not only the amount the Company may be liable to pay but also the time within which proceedings against it may be brought. Where there may be no international convention which applies and in the case of loss or damage to personal possessions, luggage or valuables during carriage of any kind is limited to the same amount and in the same manner as that of the actual carrier of whatever kind.

Please also see the important paragraph below headed "Conditions of Carriage".

Please also note the Company shall be under no liability to you at all if the failure to perform or improper performance of any contractual obligation is caused by:

- your own fault or the fault of anybody else included in your booking, or
- the failure is attributable to a third party unconnected with the provision of any service contracted for and is unforeseen or unavoidable, or
- the failure is due to:
  - any unusual or unforeseeable circumstances beyond our control, the consequence of which could not have been avoided even if all due care had been exercised; or
  - an event which the Company or any supplier of services even with all due care, could not foresee or forestall.

If you or any member of your party suffers damage arising out of an activity which does not form part of the holiday arranged through the Company, it will offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided the Company is advised of the incident within 90 days of the occurrence. Where legal action is contemplated the Company's authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to the Company. The Company's costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.

## 14. Conditions of carriage

As between yourself, any member of your party and any carrier, carriers provide transport of any kind subject to their own Conditions of Carriage. These Conditions are likely to embody the provisions of the law of the country of the carrier concerned or be the subject of international convention; either or both of which may limit or exclude the liability of the carrier. Copies of the Conditions of Carriage of any carrier may be made available from our Head Office by arrangement, though reference to and a summary of them will be contained on or with the carriers' tickets which we send you when you have paid for your holiday in full. Carriage by Sea is provided by various cruise lines - further details on request.

## 15. Complaints

Any problem which may arise during your holiday must be raised immediately with the Purser on board or with the supplier of the service (e.g. airline, hotel etc.) and notified to the Company in writing as soon as possible and no later than 28 days from the end of your holiday.

## 16. Data Protection Act 2000

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, 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 security or credit checking companies, 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 (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons).

You may have a copy of the personal information held about you by writing to Mundy Cruising, Quadrant House, 80-82 Regent Street, London W1B 5JB. Mundy Cruising reserves the right to make a charge for supplying you with this information which at the time of printing this leaflet amounts to £10.

## 17. Customer protection

Mundy Cruising is an ABTA Travel Agent, ABTA number 80518