

## **Very important notice:**

The following general conditions & regulations of participation (as well as any other elsewhere stated as "special") constitute, since 31/05/2020, the framework of the travel agreement between

- Various travel agencies / tour operators called hereafter "Service Providers" or "SP", who run the EMT operations - a modern travel concept which has been initiated and originally powered in 2003 by former Avanti Travel - and,
- You, called hereafter, "the Travelers".

All the services mentioned on this website are processed and are under the exclusive responsibility of this/these travel agencies / tour operators. Due to the great extent and diversity of EMTs, various tour operators are engaged in the whole plan. So, if wherever see now on the term " SP ", please note that another or more travel agency / tour operator is concerned, whose informative elements and data are at your disposal upon booking process.

## **Booking Conditions & Regulations**

The following Booking Conditions, have to the extent possible, taken account of the European Community Package Travel Directive. Legal interpretation on specific clauses of this directive may vary between European Community member states. SP accepts that the legal interpretation of the member state where the booking is made will prevail over the following Booking Conditions where the Package Travel Directive have been adopted into law.

## **OUR RESPONSIBILITIES**

### **1. YOUR EMT RESERVATION**

On receipt of your deposit, subject to availability and at our discretion, SP will reserve your place on your selected EMT. A contract is made between you and SP only upon your booking being confirmed and accepted by us and our communication thereof to you or your travel agent.

### **2. YOUR FINANCIAL PROTECTION**

SP is a member of ETGMTH and holds an insurance contract with \_\_\_\_\_ Insurance, No \_\_\_\_\_, issued by \_\_\_\_\_, which provide for your protection in the event of our insolvency. Only bookings from countries subject to the EC Package Travel Directive will receive financial protection from Interamerican Insurance Co. In the unlikely event of our insolvency, the accommodation or package cannot be provided, the client will receive their money back or, if their stay has started, arrangements will be made for them to be able to continue as planned.

### **3. PRICE GUARANTEE**

Prices in this brochure are based on costs, taxes (including VAT/ sales tax(es)), levies & exchange rates as at 03th January, 2025. Should these costs change, it may be necessary to make a surcharge on the price of your EMT. Should the total tour price increase by more than 10% you will have the right to cancel within 7 days of notification without penalty. No surcharge in respect of cost or currency fluctuations will be made once payment of the deposit for your land tour has been received. This guarantee excludes fuel surcharges & does not apply to any taxes, charges or levies imposed by any government or their agencies. In exchange for these guarantees, no refund will be made if costs are reduced.

### **4. IF WE CANCEL OR CHANGE YOUR EMT**

- 4.1 SP reserves the right to change or cancel your booking in accordance with operating requirements or circumstances beyond its control.
- 4.2 Should change or cancellation prove necessary we will give you reasonable notice thereof, in the circumstances, and where available, offer you a comparable alternative. Where cancellation is necessary, a minimum period of 45 days' notice will be given by us unless the circumstances leading to the cancellation were beyond our reasonable control.
- 4.3 If an alternative is not available or acceptable you will be entitled to either a full refund of monies paid by you to us or transfer to another SP EMT without payment of any transfer fee.
- 4.4 If the change or cancellation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk, Acts of God, adverse weather conditions or other similar events beyond SP's control) we will give a full refund of any monies paid to us less reasonable expenses incurred by us in respect of your booking.
- 4.5 SP is not responsible for the cost of any other travel arrangements affected due to cancellation or the rescheduling of any EMT.

## **5. EMT DETAILS AND CONDITIONS**

- 5.1 The information in this electronic publication is correct to the best of our knowledge at the time of publication (January, 2025) but we cannot guarantee that any item or amenity mentioned will be available especially where we have no direct control over it.
- 5.2 SP will do their best, at their discretion, to select accommodation, sightseeing tours and transportation to give you good value for money.
- 5.3 SP constantly strives to improve tour itineraries and features. If such improvements can be made, or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. SP is not responsible for any other travel arrangements affected due to our cancellations.

## **6. LIABILITY**

- 6.1 Your travel agent shall, on the receipt of any monies, hold such monies for you until the booking is confirmed at which time those monies shall be remitted promptly by your travel agent to us. All such monies received by us will be deposited as required by law. Any money paid to a travel agent where land arrangements and flights are booked together is held by the travel agent on behalf of SP at all times.
- 6.2 We will be entitled to keep for our account any interest earned on such monies.
- 6.3 All monies paid by you to us through your travel agent or otherwise, whether in respect of the deposit or full payment, may be disbursed by us as and when we see fit, in respect of the services to be provided and/or fees payable under your selected EMT. The payment of a deposit or any other monies in respect of your EMT shall be deemed to be an authorization for disbursement thereof as aforesaid.

# YOUR RESPONSIBILITIES

## 1. BOOKING YOUR EMT

- 1.1 In order to reserve your EMT, a non-refundable deposit of €300, per person per tour, or the full amount payable if booking is made within 45 days of your tour departure, must be submitted to SP by you in respect of that EMT. This payment is in addition to any deposit required by your travel agent. The deposit is accepted as a first installment of the EMT price by SP only once the booking has been confirmed in writing by SP or your travel agent.
- 1.2 Your land reservation will be confirmed on receipt of the balance payment, which must be within 45 days of booking or the reservation will automatically be cancelled.
- 1.3 Any special meal requirements will be made on a request basis only SP cannot guarantee special meal requests nor will it assume any responsibility or liability if clients' special meal requirements are not fulfilled.

## 2. PAYING THE BALANCE

- 2.1 The balance of the EMT price must be paid by no later than 45 days before the scheduled EMT departure date from its European hub which shall be by the due date stated on the confirmation issued to you by SP. When making multi-tour bookings, full payment is due no later than 45 days before scheduled departure date of the first departing tour.
- 2.2 If payment isn't made by the due date, SP may assume that you have cancelled and cancellation charges in accordance with clause 3 below will be levied by SP.
- 2.3 Tickets – if any - and other documents will not be forwarded until full payment has been received by us.
- 2.4 In the case of Late Bookings made within 45 days of your departure from your home country, the full cost of the EMT will be payable immediately on booking and we reserve the right to provide all travel documents at the EMT departure point.
- 2.5 SP reserves the right to cancel the booking and apply cancellation charges should payments not be received within the above specified periods.

## 3. IF YOU CANCEL

- 3.1 Notice of cancellation must be made to SP in writing as soon as possible.
- 3.2 Your deposit is non-refundable upon cancellation by you.
- 3.3 Upon cancellation you will be liable to pay a fee to cover the estimate of cost and expenses incurred by us in the terms of the schedule set out hereunder. This is expressed as a percentage of the EMT price and is calculated as follows:

### PERIOD OF NOTICE CANCELLATION FEE

More than 45 days' notice Deposit is forfeited

45-22 days 50% of tour fare

21-8 days 70% of tour fare

7days - Day of departure 100% of tour fare

- 3.4 Where the percentage cancellation fee is less than the deposit, the cancellation fee will equal loss of deposit. If the reason for cancellation falls within the terms of any EMT insurance policy which you hold, then any such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company.
- 3.5 Any cancellation of additional services booked prior to and after your tour booking, such as pre and post accommodation and transfers, that are cancelled within 14 days of the tour departure incur a 100% cancellation fee.
- 3.6 These cancellation fees are in addition to any cancellation fees that may be levied by your Travel Agent.

## 4. IF YOU CHANGE YOUR BOOKING

- 4.1 If after your booking has been confirmed, you wish to change to an alternate departure date you may do so subject to availability and provided the new EMT date is also available.
- 4.2 A fee of €25 per person will be charged for any revision or alteration made to a reservation after the booking is confirmed, unless the change increases the value of the booking. A change of booking within 45 days of departure will be treated as a cancellation and normal cancellation fees will apply (as detailed in section 3) except when the change is to an earlier departure date of equivalent or greater value, in which case a €25 per person amendment fee will be charged.
- 4.3 A name change to a different person will be treated as a cancellation.

## 5. EMT DETAILS AND CONDITIONS

- 5.1 Please read the e-brochure carefully for those items included in the price. No allowance or refund can be made for meals, accommodation, excursions, etc. that you elect not to take, or when museums, shops, etc. are closed. Hotel facilities may vary from place to place. Meals may vary in style.
- 5.2 SP's EMTs are planned for those in the 08 through 65 age group. Consequently, the facilities and activities on an SP EMT may not be appropriate to persons outside this age bracket. If you have a question regarding the age groups, you are welcome to discuss this with a SP staff member.
- 5.3 SP strives to provide a safe, enjoyable and memorable travel experience for all passengers. SP welcomes passengers with special needs or disabilities. However, please note the following:

Some of EMTs provide an extensive or unavoidably excessive mileage running including of course intermediate relax stops. However, you must be sure of your capability to follow in complete such tours.

Passengers are required to advise SP, in advance, of any physical, medical or other special needs that require accommodation.

All guests must ensure they are medically and physically fit for travel.

SP may impose safety requirements necessary for the safe operation of the tour. SP may also exclude an individual from participating in a tour or an activity if that individual's participation poses a direct threat to health or safety.

SP does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as pushing a wheelchair or assistance in eating, assisting with luggage, toileting or dressing,). A companion capable of providing such assistance must accompany any passenger who requires services of a personal nature.

SP does not employ medical personnel. Any necessary medical attention will be provided by a local facility at the passenger's expense. SP is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on tour, or for the quality of the care or services received.

Passengers should be aware some tours include rough terrain, extensive walking over cobblestone streets, uneven pavement, steps and locations & overnight accommodations which may not be easily accessible or accessible by wheelchair.

SP, during the tour, may make arrangements with carriers, hotels and other independent suppliers to provide travel services. These parties are independent entities over which SP has no control. Accommodations on European tours may differ from those in North America. SP cannot guarantee disability access or accommodations for passengers traveling on European tours.

Passengers are required to carry their own luggage to the minibus and also to their rooms, there may be times passengers are required to carry their luggage far distances & up many flights of stairs with no assistance.

SP may, in its sole discretion, decline the booking of any passenger or remove any passenger who cannot comply or refuses to comply with SP's terms and conditions. SP is not responsible for any costs incurred in the event a passenger is removed from a tour. Passengers agree not to hold SP or any of its related entities liable for any actions taken under these terms and conditions.
- 5.4 You are responsible for all travel arrangements and costs to/from the point (hubs) of commencement/conclusion of the EMT.
- 5.5.1 There may be times when the SP Tour Manager [TM] has to make a decision in your best interests or the best interests of their group. You agree to comply with the authority and decisions of the appointed SP TM and the laws of the country in which you are travelling. If you do not so comply or if, in the SP TM's opinion, you are not compatible with the general enjoyment and well-being of other members on the EMT or smooth operation of the EMT itself, we reserve the right to refuse to let you continue with the EMT. We do not tolerate the possession or carriage of illegal or restricted substances (drugs). Furthermore, you agree that your fellow travelers and any SP TM have the right to travel/work in a safe environment. Any threats to their safety, well-being or inappropriate behavior by you, whether verbal or physical, will be taken extremely seriously and may result in the immediate termination of your EMT. In such event, you will be responsible for your own repatriation and related costs and have no claims against us.
- 5.5.2 You are responsible for any costs incurred as a result of damage or excess cleaning fees related to your accommodation. You are advised to immediately report any pre-existing damage in your room to hotel staff and/or SP Tour Manager as soon as it is discovered.
- 5.5.3 The SP may, in its sole discretion, decline the booking of any passenger or remove any passenger who cannot comply or refuses to comply with the SP's terms and conditions. The SP is not responsible for any costs incurred in the event a passenger is removed from a tour. Passengers agree not to hold the SP or any of its related entities liable for any actions taken under these terms and conditions.
- 5.6 Where the passenger occupies a minibus seat fitted with a safety belt, neither the operator or service providers, agents or cooperating organizations shall be liable for any illness, injury or death nor any loss, damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of the accident or incident.
- 5.7 It is your responsibility to have a valid passport and all visas, permits and certificates required for your selected EMT as well as any necessary vaccinations and to comply with all applicable laws.
- 5.8 You agree that our Tour Manager may take photographs and films of you while you are on EMT and that these may be used in our Group brochures and/or advertising or publicity material without obtaining any further consent or payment in respect of such photographs and/or films.
- 5.9 Should you have a complaint in respect of the EMT, you should inform the SP TM during the course of the EMT and if the matter cannot be resolved after the TM's best endeavors to do so during the EMT, your complaint should be made in writing to SP as soon as is reasonably possible after the EMT but within 07 days thereof so that your complaint can be investigated. If you do not write within 07 days, your rights under this contract may be

affected. If you choose to write to SP via the Internet, please provide your home address so that we are able to reply to you in writing.

- 5.10.1 The contract and all matters arising in respect hereof shall be subject to Greek Courts in Thessaloniki, Greece.
- 5.10.2 If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.
- 5.10.3 If you are unsuccessful in any legal action instituted against us, you agree to pay all our costs, including but not limited to, attorney/client costs.

## **6. INSURANCE**

It is compulsory that you take out comprehensive insurance cover for cancellation, personal injury, death, medical expenses, repatriation expenses and evacuation expenses before you travel on an EMT. We strongly recommend your insurance also covers cancellation, personal liability and loss of personal property. For travel in Europe, we strongly recommend insurance that covers ALL of the above. Please check that your insurance covers all of the activities that you are going to be participating in. Some policies exclude certain adventure activities. This should be arranged at the time of payment of the deposit and will, in certain circumstances, cover you against loss of deposit or cancellation fees from the date of confirmation of your booking, as shown in the insurance policy. SP cannot be held responsible for your failure to take out appropriate insurance. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the EMT.

## **7. ILLNESS OR ABSENTEEISM**

In the event of your withdrawal from an EMT after the commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the tour.

## **8. WHAT'S NOT INCLUDED IN THE EMT PRICE:**

Airfares to and from your EMT destination (unless you otherwise agreed with us and you have booked a tour and fly package), airport taxes, passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips to Tour Managers/Drivers, items of a personal nature, excess baggage and optional excursions or visits.

## **9. WEATHER CONDITIONS**

Under no circumstances can we be held responsible for snow or weather conditions, nor can any EMT be cancelled or amended by you at any time on the basis of snow or weather conditions.

## **10. LUGGAGE RESTRICTIONS**

Luggage is restricted for every two (2) EMT participants to one (1) reasonable sized suitcase non-expanding size up to 29" x 20" x 10" (80cm x 50cm x 25cm) and the maximum weight of 20 kilos (44lbs.), **OR** for every one (1) EMT participant to one (1) reasonable sized suitcase non-expanding size up to 22" x 16" x 8" (55cm x 40cm x 20cm) and the maximum weight of 10 kilos (22lbs.), plus one – in any case - a small hand/day bag. SP reserves the right to refuse to accept larger suitcases on tour.

On tours with included flights as part of the itinerary, it is your responsibility to make sure your luggage doesn't exceed the weight restrictions imposed by airlines. SP is not responsible for any costs incurred for overweight luggage.

## GENERAL

### 1. CONTRACTING PARTIES

- 1.1 The Booking Conditions detailed herein contain the entire contract between you and SP. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by a duly authorized officer or director of SP.
- 1.2 Your contract is with us as the tour operating company. At any time and at our complete discretion we may nominate to you in writing any other company or person to have the benefit of some or all of those provisions of this contract, which we may then specify, as if you had agreed the provisions concerned directly with that company or person in the first place as well as agreeing them with us. We may at our complete discretion assign all or any rights and liabilities arising under or by virtue of this or any other contract with you.
- 1.3 Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time passengers are not on-board planes, transportation or conveyances. We rely on international conventions, national and international law, which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol & Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road & the Paris Convention 1962 for hotels. We are to be regarded as having all benefit of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage & delay to passengers & luggage. Enrolment in & payment for a tour shall constitute agreement & acceptance by the passenger of the terms & conditions set forth in this e-brochure which cannot be varied except in writing by an officer of the SP.
- 1.4 SP is not a carrier or hotelier nor does has its own aircraft, hotels, cars, minibuses or coaches. All bookings with carriers, hoteliers, car renters and other service providers are subject to the terms and conditions and limitations of liability imposed by them. Please note that some of these limits exclude liability in respect of death, personal injury, delay and loss or damage to baggage. Whilst we cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third-parties, we will give every reasonable assistance in helping to resolve any reasonable dispute. Please also note that SP cannot be held responsible for the failure of any of these parties to provide facilities or services for handicapped clients (see also 5.3 under EMT Details & Conditions).
- 1.5 Please note that no airline, hotelier or car renter depicted or recommended in this e-brochure by virtue of their endorsement of this e-brochure represent themselves either as contracting with any purchaser of a EMT from SP or as having any other legal relationship with any such purchaser.
- 1.6 Every effort is made to ensure e-brochure accuracy at the time of going to publish, however SP cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.

### 2. ARBITRATION

Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may be referred to arbitration, if the customer so wishes, under a special scheme arranged by the HATTA (Hellenic Association of Travel & Tourist Agencies). The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the website ([www.hatta.gr](http://www.hatta.gr)).

### 3. VALIDITY

SP's EMT programs are valid from January 2025 to March 2027.

### 4. OPERATING COMPANIES

EMTs are operated entirely and exclusively by various tour operators authorized by ex Avanti Travel, Tzavella 44 str.-54249- Thessaloniki - Greece

### DATA PROTECTION STATEMENT

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements within. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Where the data might be passed on for marketing purposes, you have the right to opt out of future marketing. You also have a right of access to data held which can be obtained by writing to SP EMTs 00, \_\_\_\_\_ Str.-542\_ - \_\_\_\_\_, - Greece

What passport do you hold? You may require visas for your tour. SP do not have a visa service, so we recommend that you contact your local embassy or visa service to obtain visas.