

# Booking Conditions

Please Read Very Carefully The Conditions Set Out Hereunder Before Signing overleaf. These Conditions Form The Basis For Your Contract With The Organiser And Are Legally Binding.

In this Booking Form the word "Organiser" means the person who arranges your transport, accommodation etc., and who offers it as a holiday. "Consumer" means you, the person who buys or agrees to buy the holiday or any person on whose behalf you agree to purchase the holiday and who is listed on the Booking Form or any other person to whom you transfer a holiday which you have bought. The "Retailer" is the person who sells the holiday to you; he is not responsible for organising the flight, shipping, accommodation or other component parts of the holiday.

## 1. The Contract

(a) No contract shall arise until the Organiser has received this complete Booking Form together with a deposit or full payment for the holiday and has issued written confirmation of its acceptance to the Retailer. The terms of contract are contained solely in this booking form, the Organiser's confirmation, the Organiser's Brochure or other descriptive material, any airline or sailing ticket issued and the itinerary issued by the Organiser.

(b) The Organiser reserves the right to terminate this contract if the behaviour or conduct of a Consumer either prior to or during a holiday is likely to endanger the safety or well being of other Consumers in his company or that of the Consumer himself.

## 2. Persons With Special Needs

It shall be the Consumer's responsibility to disclose to the Organiser any physical or mental condition of a member of his party which may be relevant. The Organiser reserves the right to decline to provide a holiday for a person with special needs where in the Organiser's opinion that holiday would be inconsistent with the special needs of that person. Please note that it may be necessary to levy surcharges to cover the additional cost of providing suitable transfers or other special requirements and are subject to availability.

## 3. Payment

The holiday must be paid for in full at least 8 weeks before the scheduled date of departure. If it is not paid by that date, the Organiser shall have the option to cancel the holiday. If the Organiser exercises that option or if the Consumer cancels the holiday (which cancellation must be notified in writing to the Organiser) the following cancellation charges are payable by the Consumer: More than 6 weeks before the departure date any deposit paid shall be forfeited. Within 6-4 weeks of departure: 30% of the cost of the holiday is forfeited. Within 4-2 weeks of departure: 45% of the cost of the holiday is forfeited. Within 2 weeks - 8 Days of departure: 60% of the cost of the holiday is forfeited. Within 7 Days of departure: 100% of the holiday cost is forfeited. All cancellation charges apply to each person covered by a booking. Any insurance premium paid is not refundable.

## 4. Substitution

(a) Where the consumer is prevented from proceeding with the holiday, he may transfer his booking, having first given the Organiser or Retailer reasonable notice (8 weeks) in writing of his intention to do so before the departure date. The transferee from the Consumer must sign a Booking Form and comply with any other requirements of the Organiser applicable to the holiday.

(b) A Consumer who transfers a holiday booking shall be jointly and severally liable, with the transferee, to the Organiser or Retailer for payment of any balance due in respect of the holiday and for a substitution fee of €32 per person substituted, subject to a maximum of €126 per booking (or such other greater sum as may be authorised).

## 5. Alteration By The Consumer

If after acceptance by the Organiser a Consumer wishes to alter a holiday, the Organiser will use its best endeavours, if practicable, to facilitate that change. A request for alteration must be in writing and must be accompanied by a payment of €10 per person, which payments is not refundable. If the alteration is impracticable the original holiday arrangements shall continue to apply. If so only of the Consumers booked request a change, which is found to be practicable, a price adjustment for all Consumers on the same booking may be payable and must be discharged on the date shown in the Organiser's written confirmation of such charge. If default is made by the Consumers in complying with the foregoing requirements, the Organiser shall have the rights referred to in clause 3.

## 6. Special Requests

Special requests (e.g. ground floor accommodation, seaweave, etc.) shall be communicated by the Consumer in writing to the Organiser or Retailer at the time of making the booking. The Organiser shall use reasonable endeavours to fulfil such requests. The Organiser shall only be obliged to provide services in accordance with special requests where it specifically commits itself in writing to do so. No liability shall attach to the Organiser for failure to comply with a special request which has not been confirmed by it in writing.

## 7. Accommodation On Request

Where accommodation is "on request" (an additional administration charge of €13 will be payable by the Consumer. This charge will be debited to the cost of the holiday once a booking is confirmed. If the Organiser is unable to obtain the particular accommodation requested by the Consumer, the Organiser shall take all reasonable steps to make a comparable alternative available to the Consumer. If the accommodation requested by the Consumer cannot be confirmed or an alternative offered or if the alternative offered is not acceptable to the Consumer, the Consumer shall be entitled to a refund of all monies paid to the Organiser less a €13 administration charge.

## 8. Alteration By The Organiser

(a) The Organiser reserves the right to alter, change, curtail or cancel a holiday,

(b) If as a consequence of "force majeure" (as hereinafter defined in sub-paragraph (f) of the clause), the Organiser is obliged to curtail, alter, extend or cancel a holiday, the Consumer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the holiday.

(c) The Organiser has a minimum number of bookings required for a programme of holidays to operate. The Organiser's obligation to provide that programme shall be contingent upon the Organiser receiving and maintaining that minimum number of bookings. In the event that the Organiser does not receive the minimum number of bookings or having received such minimum number has that number reduced by reason of cancellations or transfers by Consumers or otherwise, the Organiser shall be entitled to cancel or curtail the relevant programme at any time up to 4 weeks prior to the departure date and the Consumer shall not be entitled to make a claim for loss arising as a consequence of cancellation or curtailment in these circumstances. The Organiser shall notify the Consumer within seven days of any cancellation or curtailment necessitated by the foregoing circumstances.

(d) If prior to the departure date there is a cancellation, alteration, change or curtailment relating to a holiday which results in more than 18 hours change in the time of departure, or a change of resort or in the type of accommodation offered, or some other change which fundamentally alters the holiday, the Organiser shall, if practicable, offer an alternative comparable holiday of at least similar standard or shall refund the Consumer all monies paid. Unless within seven days of issue of the offer of an alternative holiday it is accepted by the Consumer in writing, the Organiser shall assume that the Consumer has declined such offer and the Consumer shall only be entitled to return of payments made.

(e) Where the Organiser makes an alteration in the holiday as contemplated in sub-paragraph (d) of this clause the Consumer shall be entitled to receive compensation in accordance with the scale set out in this sub-paragraph. No compensation shall be payable where the alteration is for the reasons referred to in sub-paragraphs (b) or (c) of this clause. Notification Period Prior to Departure Date: Compensation per Person: Within 4 Weeks €10.00 Within 2 Weeks €15.00

(f) In this booking form, the term "force majeure" means Acts of God, natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, riots, acts of war, civil commotion, exercise of legislative, municipal, military or other authority, strikes, industrial action, requisition of

equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service connected with a holiday, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

(g) When a scheduled day tour is unable to operate and no alternative or extended touring is offered a maximum compensation of €15 per person per full day tour will apply.

## 9. Insurance

It is a condition of this contract that the Consumer is covered by travel insurance, except holidays within the state. Insurance will be arranged at time of booking unless otherwise specified by the consumer. In the arranging of insurance cover for the Consumer the Organiser is acting as the agent of the relevant insurer and shall not be responsible to the Consumer for any default by the insurer under that policy. All claims made against the insurance policy shall be made directly to the insurer. The Consumer shall be responsible for making any special or increased insurance arrangements which he deems necessary.

## 10. Price Variation

All prices are stated in Euro and are based on tariffs and exchange rates current and appropriate at the time of publication. If any of these vary the cost of the holiday may increase or decrease accordingly. Any such increase / decrease must be paid by or refunded to the Consumer, however no variations shall be applied where their combined effect would result in an increase / decrease of less than 2% of the cost of the holiday. During the period of twenty days prior to departure date, the Organiser shall not increase the price stated in the brochure.

## 11. Default By The Consumer

(a) The Consumer shall check all travel documentation immediately it is furnished to him. If the Consumer considers any document is incorrect or has a query in relation to its contents, he shall forthwith notify the Retailer or the Organiser of his concern and the Organiser shall respond as soon as possible.

(b) The Consumer is solely responsible for ensuring that he presents himself at the port of departure in sufficient time prior to the designated departure time to complete embarkation requirements. If the Consumer arrives after the check in time stipulated in the travel documentation provided to the Consumer, the Organiser shall not be obliged to carry the Consumer and shall be entitled to treat the holiday as having been cancelled by the Consumer.

(c) The Consumer is restricted by regulation of carriers and executive authority with regard to the weight, type and contents of baggage which he may take on board the craft and/or vehicles which will be used in connection with the holiday. The Consumer shall be responsible for ascertaining any limitations which apply in this regard and

shall not present himself at the port of departure with any prohibited item in his luggage or on his person or with items which exceed weight or dimension restrictions applicable.

(d) The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the organisers staff or any crew member of a carrier's craft or vehicle used in connections with the holiday and hereby agrees to indemnify the Organiser's staff against any loss or injury suffered or incurred by any other person as a consequence of the Consumer's failure to act in accordance with any such directions or instruction.

## 12. Safety

All passengers must remain seated in the interest of safety whilst vehicles are in motion. Seatbelts where fitted must be worn. Movement to the contrary is at passenger's own risk.

## 13. Complaints

(a) Should any passengers have cause for complaint for any reason, whilst on holidays the following must be observed. If a client has reason to complain about the accommodation, food or service, at any guesthouse or hotel that such complaint should be made in the first instance direct to the proprietor or manager of the establishment concerned at the time that they arise, and shall if the Organiser requires complete a form setting out the detail of the Consumer's complaint. If the Consumer fails to complete such requirement, the Organiser shall be entitled to recover the cost from the Consumer of any additional expense incurred by it in carrying out subsequent investigation of a complaint, which is found to be unjustified. If you do not give us the opportunity to resolve any problem by reporting it to the supplier than we may not be able to deal positively with any complaint on your return.

(b) The Consumer shall be obliged to notify the organiser in writing of any complaint not later than 21 days after his return to the port of departure or termination of the holiday whichever is the earlier and no complaint received thereafter shall be entertained. Please write your invoice number on your letter. Complaints by email can only be accepted if followed up by letter in writing within 21 days of return from holiday.

## 14. Arbitration

Any dispute or difference of any kind whatsoever which arises or occurs between any of the parties hereto in relation to any thing or matter arising under, out of or in connection with this contract shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators - Irish Branch. Claims for less than the jurisdiction of the District Court Small claims procedure per booking form may be pursued through the Small Claims Court. All claims in excess of the jurisdiction of the District Court Small Claims procedure shall be referred to arbitration (details of Arbitration available on request).

## Arbitration

Arbitration arranged by The Chartered Institute Of Arbitrators - Irish Branch

(As defined in section 3 of the Package Holidays And Travel Trade Act, 1995)

Administered under the Rules of The Chartered Institute of Arbitrators - Irish Branch

**Introduction:** Most problems related to a holiday are resolved by informal discussions directly between the Organiser/Retailer and the consumer. Where agreement is not possible, the matter is then to be referred to Arbitration.

**Definitions:** Arbitration is the settlement of a dispute by an impartial arbitrator. Arbitration is a private dispute resolution procedure and is a legally binding means of resolving such matter. An arbitration Agreement is an agreement to refer a dispute to arbitration, usually in the form of an Arbitration Clause as included in the

standard booking conditions of the Organiser. A submission to arbitration is called a reference and the decision of the arbitrator is an award.

**Appointment Of An Arbitrator:** If there is a dispute which cannot be mutually agreed, either party may apply directly to the Institute at Merchants House, 27-30 Merchants Quay, Dublin 8. for the form Request for Appointment of Arbitrator. This form sets out the information to be submitted: names and addresses of the parties concerned, copies of the booking form and conditions (including the arbitration clause), details of any

legal or other people who are to represent the parties in the arbitration and an administration fee of €100+v.at. This form refers to the Institutes Arbitration rules which will apply to the arbitration and which are briefly summarised as follows (copies of the rules and the accompanying guidance notes on arbitration are available from the institute website). For claims for personal injury, a separate form is required and different fee applies. Full details available from the Institute.

**Procedure:** Once an arbitrator has been appointed he is in complete charge of the reference, deciding the

procedure as he considers best, and the Institutes Rules deliberately give him this flexibility.

**Questionnaire Form:** In this scheme, the Arbitrator will first send out a detailed form for completion by both parties. This will provide him with the details of the actual dispute so he can decide when and where to hold a hearing with both parties to present their cases.

**Hearing:** While an award may be made by arbitrator based on the documentary evidence sent to him by the parties, it is open to both parties to present their cases to him at an infor-

mal hearing. **Award:** The arbitrators decision is made formally in his Award which is sent to both parties. The Award is a final and binding resolution of the dispute.

**Arbitrators Fee:** A fee is payable for the conduct of the arbitration. This fee is normally paid by the Tour Operator/Organiser but the arbitrator has resolute discretion to award this cost as he thinks fit.