



*Worldwide Escorted Holidays*

HARMONY COURT, HARMONY ROW, DUBLIN 2, IRELAND

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## **BOOKING CONDITIONS**

In these Booking Conditions 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 takes or agrees to take the holiday or any person on whose behalf you agree to purchase the holiday and who is listed on the confirmation invoice or any other person to whom you transfer a holiday which you have bought.

### **1. THE CONTRACT**

- a) No contract shall arise until the Organiser has received a deposit or full payment for the holiday and has issued written confirmation of its acceptance to the Consumer. An internet booking is a confirmed booking once the Consumer has received a Booking Reference number. The terms of the contract between the Customer and the Organiser are contained solely in this document, the Organiser’s confirmation, the Organiser’s brochure or other descriptive material, any airline or sailing ticket issued, the terms and conditions of any suppliers of services and the itinerary issued by the Organiser.
- b) The Organiser reserves the right to terminate the contract with the Consumer if the behaviour or conduct of the 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, the Organiser, or that of the Organiser’s representatives, contractors, agents or employees and the cancellation charges as provided for in clause 9 of these booking conditions are payable by the Consumer. Further, where, as a result of the Consumer’s actions or the actions of any other person who is listed on this Booking either or both of the following incidents occurs:
  - I. there is a delay or diversion to the means of transportation the subject of this contract;
  - II. the accommodation in which the Consumer is staying is damaged, the Consumer, hereby agrees to indemnify the Organiser against any claim (including legal costs) made against the Organiser in relation to the occurrence of such incidents.

### **2. DISABLED PERSONS**

It shall be the Consumer’s responsibility to disclose prior to booking to the Organiser any physical or mental condition of a member of his party which may be relevant and no liability shall attach to the Organiser for the provision of an unsuitable holiday for a disabled person where disclosure of the disability has not been made to the Organiser. The Organiser reserves the right to decline to provide a holiday for a person with a disability where, in the Organiser’s opinion, that holiday would be inconsistent with the special needs of that person.

### **3. SPECIAL REQUESTS**

Special requests (e.g. ground floor accommodation, seaview, 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 granting of such requests is the sole responsibility of the relevant supplier. No liability shall attach to the Organiser for failure to comply with a special request and such requests do not form part of the contract.

### **4. THE CONSUMER'S RESPONSIBILITIES**

- a) The consumer shall contact the Organiser immediately if any information that appears on the confirmation invoice or any other document appears to be incorrect or incomplete, as it may not be possible or may be costly to make changes later. (e.g. the first name / family name of all passengers) We regret that we cannot accept any responsibility if you do not tell us about any mistake in any documents within ten days of our sending it out. We will do our best to rectify any mistake notified to us but you may be required to meet any of the costs involved (e.g. name change fees charged by an airline).
- 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. It is also the sole responsibility of the Consumer to ensure that all travel documentation i.e. passports, visas (where relevant) etc. are in order.
- c) The Consumer is restricted by regulation of carriers and executive authorities 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 Organiser's staff or any crew member of carrier's craft or vehicle used in connection with the holiday and hereby agrees to indemnify the Organiser 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 direction or instruction.
- e) The Consumer undertakes to behave himself in a proper manner and not to cause any disturbance in or around the accommodation he occupies, which may cause offence or diminution of enjoyment of a holiday to other holiday makers. The Consumer further undertakes to leave his accommodation in good condition and not to cause any damage or destruction to the accommodation or its contents. In the event that damage or destruction is caused to the accommodation the Consumer agrees to pay the owner or management of such establishment the cost of repair or replacing such damage.

### **5. LIABILITY**

- A) The Organiser shall not be liable for any damage caused to the Consumer by the failure to perform the Contract or the improper performance of the Contract where the failure or the improper performance is due neither to any fault of the Organiser or to that of another supplier of services because:-
  - I. the failure which occurs in the performance of the Contract is attributable to the Consumer;

- II. such failure is attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or such failure is due to:-
    - a) force majeure (as defined in sub-paragraph 11 (f)); or
    - b) an event which the Organiser, the Retailer acting on his behalf or the supplier of services, even with all due care, could not foresee or forestall. In the case of damage, other than death or personal injury or damage caused by the wilful misconduct or gross negligence of the Organiser the amount of compensation which will be paid to the Consumer will be limited to, in the case of an adult an amount equal to double the inclusive price of the Package to the adult concerned, and, in the case of a minor an amount equal to the inclusive price of the Package to the minor concerned.
- B) In the event of any liability on the part of the Organiser for injury, illness or death, no payment will be made unless the following conditions are complied with:-
- I. the Consumer must advise the Organiser in relation to the injury or illness while the Consumer is at the resort and must also write to the Organiser within three months of the completion of the holiday;
  - II. the Consumer must transfer any rights that the Consumer has, in respect of such injury, illness or death against any person to the Organiser;
  - III. the Consumer must co-operate fully with the Organiser to enable the Organiser or its insurers to enforce such rights;
  - IV. any payments that the Organiser is obliged to make will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, The Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961, in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that the Organiser is to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other International Conventions applicable to the Consumer's liability.
  - V. Liability for loss, delay or damage to baggage is limited to the sum fixed by the Warsaw Convention as amended by the Hague Protocol 1995 or any amendments thereto.

## **6. COMPLAINTS**

- a) If the Consumer wishes to make a complaint in relation to a holiday, he must immediately inform the Organiser's representative at the location where the complaint arises and shall if the Organiser requires, complete a form setting out the detail of the Consumer's complaint. If the Consumer fails to comply with 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.
- b) The Consumer shall be obliged to notify the Organiser in writing of any complaint not later than 28 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.

## **7. CLAIMES AGAINST THIRD PARTIES**

The Travel Department will provide each Consumer with the information required to make a complaint or seek compensation from a carrier that acted negligently in their duty. However the Organiser will not enter into correspondence on behalf of the consumer or seek compensation for delayed / lost / damaged or stolen baggage.

## **8. GOVERNING LAW**

The terms of the contract (as provided for in Clause 1(a) in these booking conditions) are to be interpreted under and is subject to the laws of the Republic of Ireland.

## **9. PAYMENT**

The holiday must be paid for in full at least 10 weeks before the scheduled date of departure or if the contract is made later than 10 weeks before the scheduled date of departure, it must be paid for in full. 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, per party, by the Consumer:

More than 10 weeks	Loss of deposit and any paid extras (e.g. Event Tickets)
10 - 6 weeks	30% of holiday value
6 - 4 weeks	45% of holiday value
4 - 2 weeks	60% of holiday value
2 weeks – 72 hours	80% of holiday value
72 hours or less	100% of holiday value

All cancellation charges apply to each person covered by a booking. As cancellation cover applies immediately, any insurance premium paid is not refundable.

## **10. ALTERATION BY THE CONSUMER**

- a) Deposit payments paid by the Consumer to the Organiser are non transferable to other departures and non transferable to other Consumers. If after acceptance by the Organiser a Consumer wishes to alter a holiday, the Organiser may do so at its discretion if practicable. The Organiser will advise the Consumer of any additional cost or refund involved.
- b) Once travel has commenced, no changes or alterations may be made by the Consumer and no refunds shall be made in respect of flights or other travel arrangements which are not availed of.

## **11. ALTERATIONS AND CANCELLATIONS BY THE ORGANISER**

- a) Without prejudice to the Consumer's statutory rights, the Organiser reserves the right to alter, change, curtail or cancel a holiday.
- b) If as a consequence of "force majeure" (as defined in sub-paragraph (f) of this 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) A minimum number of bookings are required for a programme of holidays. 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 the 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 four days of issue of the offer of an alternative holiday, it is declined by the Consumer in writing, the Organiser shall assume that the Consumer has accepted such offer. Where the offer is declined the Consumer shall only be entitled to return of payment made.

e) Where the Organiser makes an alteration in the holiday as contemplated in sub-paragraph (d) of this clause and the Consumer accepts the alternative holiday 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.

<b>Notification Period Prior to Departure Date:</b>	<b>Compensation per person:</b>
Within 8 weeks	£10.00
Within 6 weeks	£20.00
Within 4 weeks	£25.00
Within 2 weeks	£30.00

f) In accordance with the provisions of clause 1(a) the Consumer should be aware that some suppliers, such as carriers, impose cancellation fees and apply restrictions which are not within the control of the Organiser and for which the Organiser shall not be held liable. In these booking conditions the term "force majeure" means unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer or other suppliers of services, the consequences of which could not have been avoided even if all due care had been exercised or an event which the Organiser, the Retailer or the supplier of services even with all due care could not foresee or forestall, including, 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 supplier connected with a holiday, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

## **12. INSURANCE**

### **THE CONSUMER'S ATTENTION IS DRAWN TO THE EXCLUSION CLAUSES AND EXCESSES IN THE INSURANCE POLICY ARRANGED BY THE ORGANISER.**

It is a condition of this contract that the Consumer is covered either by the travel insurance scheme arranged by the Organiser or covered by another travel insurance scheme which furnishes the Consumer with at least the same level of cover as that afforded by the travel scheme arranged by the Organiser. It is the responsibility of the Consumer to check that the insurance scheme provides the Consumer with his desired level of cover. In so arranging 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.

### **13 A. DATA PROTECTION**

The Organiser is committed to protecting your privacy and information. . The information that we use is for the purpose of fulfilling our contract as an Organiser. Information that you provide us will be held on the Travel Departments computers (and in other ways) for use by us for the following purposes:-

- I. Booking Information
- II. Information about you (and your travelling party) may be passed to holiday providers and others and may include things such as age, religious beliefs, dietary requirements, you (or your travelling party's) physical or mental health. This information may also be transferred abroad;
- III. If you apply for insurance, then we may process information (including medical information) about you (or your travelling party) and pass it to the insurers;
- IV. Information supplied by you may be processed by us for Statistical Analysis and or Market Research and may in certain instances be disclosed to our agents for the purpose of fraud prevention and or debt collection;
- V. To contact you via e-mail, letter or phone with details of The Travel Departments or selected suppliers' products and services including financial services, which may be of interest to you. By entering into a contract with us you agree to the use and disclosure of information by The Travel Department as described. A copy of your personal information held by The Travel Department can be provided on request. You have the right to have any inaccurate personal information rectified or erased.

### **13 B.**

Please note that airlines are required by new laws introduced in the United States and other countries to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary.

### **14. PRICE VARIATION**

All prices are stated in Euro and are based on transport costs (including the cost of fuel and fuel surcharges), due taxes or fees chargeable at airports and ports 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.

### **15. FLIGHT DELAYS**

Flight delays sometimes occur. When a delay occurs the Organiser will try to ensure that up to date information and appropriate facilities e.g. refreshments are provided. However, such arrangements are the responsibility of the relevant airline. Travel insurance has been designed to cover such eventualities and in this regard the Consumer should refer to his Travel Insurance policy.

**Please read the above conditions carefully.**

**Should you have any queries please contact our office immediately.**

**No response is considered acceptance by all parties.**