



Member of Irish Travel Agents Association

BOOKING CONDITIONS

In this Booking Form the word "Organiser" means INSERT AGENCY NAME 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 Booking Form or any other person to whom you transfer a holiday which you have bought. The "Retailer" is the person who sells or offers to sell the holiday to you, he is not responsible for organising the flight, accommodation or other component parts of the holiday.

1. THE CONTRACT

- (a) No contract shall arise until the Organiser has (i) received this completed Booking Form (which has, or a faxed copy hereof has, been signed by the Consumer and by the Retailer as the agent of the Organiser or by the Organiser); (ii) received a deposit or full payment for the holiday; and (iii) has issued written confirmation of its acceptance to the Retailer as the agent of the Organiser or to the Consumer. The terms of the contract between the Consumer and the Organiser 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, 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 this Booking Form 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 Form either or both of the following incidents occur:
- (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. PERSONS WITH SPECIAL NEEDS

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 person with special needs where disclosure of the disability has not been made to the Retailer or to the Organiser where the booking has been made directly with the Organiser. 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.

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 property management. 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. PRICE VARIATION

All prices quoted are stated in Euros 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. During the period of twenty days prior to departure date, the price specified in the contract shall not be increased by the Organiser. The circumstances in which the price may be varied shall only be to allow for changes in:

- (a) transport costs, including the cost of fuel,
- (b) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or
- (c) the exchange rates which apply to the particular package.

5. THE CONSUMER'S RESPONSIBILITIES

- (a) The Consumer shall check all travel documentation immediately it is furnished to him. If the Consumer considers any document to be 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 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) It is also the sole responsibility of the Consumer to ensure that he is in possession of all travel documentation i.e. passports, visas (where relevant) and that same are in order. The Consumer hereby agrees to indemnify the Organiser for any costs incurred by the Organiser as a consequence of the Consumer being denied transportation or entry as a consequence of the Consumer failing to have their travel documentation or same not being in order.
- (f) Pursuant to Regulation EC261/04 airline passengers are granted new rights including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights will be publicised at EU airports and will also be available from affected airlines. HOWEVER, YOU SHOULD NOTE THAT REIMBURSEMENT OF THE COST OF A FLIGHT THAT FORMS PART OF YOUR HOLIDAY IS THE RESPONSIBILITY OF YOUR HOLIDAY AIRLINE AND WILL NOT AUTOMATICALLY ENTITLE YOU TO REIMBURSEMENT OF THE COST OF YOUR HOLIDAY FROM US.

6. LIABILITY

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 Retailer acting on the Organiser's behalf nor to that of another supplier of services because:

- (a) the failures which occur in the performance of the contract are attributable to the Consumer;
- (b) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or
- (c) such failures are due to (i) unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer acting on his behalf or other supplier of services, the consequences of which could not have been avoided, even if all due care had been exercised; or (ii) an event which the Organiser, the Retailer acting on his behalf or the supplier of the 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 defamation or 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 holiday to the adult concerned and in the case of a minor an amount equal to the inclusive price of the holiday to the minor concerned. The Organiser's liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the service complained of in the place where they are performed or due to be performed, even if that convention has not been ratified or applied in the Republic of Ireland.

For international transport by air the provisions of the Warsaw Convention 1929 (including as amended by the

Hague Protocol of 1995 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999 relating to the carriage of passengers and their luggage by air may apply, throughout the flight and during boarding and disembarkation. For international transport by water the provisions of the Athens Convention relating to the Carriage of Passengers and their luggage by sea, 1974 may apply. In respect of rail travel, the Berne Convention 1961, in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962 may apply. For the avoidance of doubt, this means that the Organiser is to be regarded as having all benefits of any limitations of liability and compensation contained in any of these conventions or any other international conventions applicable to the Consumer's holiday.

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention. Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 113,000 Special Drawing Rights ("SDRs") the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

Passenger delays: In the case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs.

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs.

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is only liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special Declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to the checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the actual carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated that air carrier is the contracting air carrier.

Time Limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information: The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the member states). A copy of the conditions of carriage applicable to the holiday and the Convention referred to above, can be supplied on request. 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.

7. COMPLAINTS

(a) Without prejudice to the Consumer's rights under Clause 7(b) below, 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 Consumer is when 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.

8. GOVERNING LAW & JURISDICTION

This Contract and all matters arising hereunder is to be governed and constructed in accordance with the laws of the Republic of Ireland and the parties hereby irrevocably submit to the jurisdiction of the Courts of the Republic of Ireland.

9. PAYMENT

The holiday must be paid for in full at least 8 weeks before the scheduled date of departure or if the contract is made later than 8 weeks before the scheduled date of departure, it must be paid for in full on the signing of the Booking Form.

Cancellation for Non-Payment. If the holiday is not paid for by the due date, the Organiser shall have the right to cancel the holiday. If the Organiser, at the request of the Consumer or Retailer, agrees to delay cancellation of the holiday, then if the Organiser subsequently cancels for non-payment, the cancellation charges set out in this Clause 9 shall apply and be payable by the Consumer.

Note optional text

Because of the ever changing nature of airfare structures and the increasing availability of instant purchase air fares most of the flights which we sell must be paid for in full at the time of booking together with our normal deposit. Such airfares are non refundable and accordingly cancellation of holidays involving instant purchase/ticketed flights will incur loss of airfare together with our standard cancellation charges as detailed in this Clause 9.

DETAILS OF CANCELLATION CHARGES TO BE INSERTED HERE

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

10. SUBSTITUTION

- (a) Where the Consumer is prevented from proceeding with the holiday, he may transfer his booking to a person who satisfies all the conditions required to be satisfied by a person who takes the holiday, having first given the Organiser or Retailer reasonable notice in writing of his intention to do so before the departure date (such notice shall not be less than 21 days prior to the date of departure) . The transferee of 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 € per person substituted, subject to a maximum of € per booking (or such other greater sum as may be authorised).
- (c) Insurance is not transferable.
- (d) In accordance with the terms of Clause 1(a) the Consumer who transfers a holiday booking and the transferee 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.

11. ALTERATION BY THE CONSUMER

If after acceptance by the Organiser a Consumer wishes to alter a holiday, the Organiser may do so at its discretion if practicable. A request for alteration must be made by the Consumer in writing to the Retailer (who shall forward same to the Organiser) or, where the booking has been made directly with the Organiser to the Organiser and must be accompanied by a payment of € per person, which payment is not refundable. If the alteration is impracticable the original holiday arrangement shall continue to apply. No alteration by the consumer shall be effective until such time as the Organiser issues written confirmation of acceptance of such alteration and the contract between the Organiser and the Consumer shall be thereby amended to include such alteration. If only some of the Consumers booking 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 change. If default is made by the Consumer in complying with the foregoing requirements, the Organiser shall have the right to cancel the holiday in accordance with Clause 9 and the cancellation charges as provided for in Clause 9 are payable by the Consumer. 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.

12. ACCOMMODATION ON REQUEST

Where accommodation is on request an additional administration charge of € will be payable by the Consumer. This charge will be credited 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 € administration charge.

13. 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) (i) 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 return, or a change of resort or in the type of accommodation offered, or some other change which fundamentally alters the holiday, the Consumer shall be entitled to withdraw from the contract without penalty or to accept the alteration to the contract.
 - (ii) The Consumer shall inform the Organiser or the Retailer (as appropriate, in light of the Organiser's instructions) of his decision to accept the alteration to the contract or to withdraw from the contract, in writing, within 7 days from the date upon which the Consumer was notified of a circumstance falling within Clause 13(d)(i) Where the Consumer confirms acceptance of the alteration to the contract, the contract between the Organiser and the Consumer shall thereby be amended to include such alteration.
 - (iii) Where the Consumer withdraws from the contract pursuant to 13(d)(i) or where the Organiser, for any reason other than the fault of the Consumer, cancels the package prior to departure the Consumer is entitled (a) to take a replacement package of equivalent or superior quality if the Organiser (whether directly or through a Retailer) is able to offer such a replacement, as may be offered by the Organiser; or (b) to take a replacement package of lower quality if the Organiser is able to offer such a replacement and to recover from the Organiser the difference in price between that of the package purchased and the replacement package, as may be offered by the Organiser; or (c) to have repaid as soon as possible all the monies paid under the contract.
 - (iv) In the event that the offer of an alternative holiday is not accepted by the Consumer, in writing, within such time as shall be determined by the Organiser, from the date of the offer of the alternative holiday the Organiser shall assume that the Consumer has declined such offer and the Consumer shall only be entitled to return of payments made.
 - (e) Further, where the Organiser cancels, alters, changes or curtails the holiday as contemplated in Clause 13(d) 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 Clauses 13(b) or 13(c) or where the Consumer accepts the alteration as provided for in Clause 13(d)(ii).
- Notification Period Prior to departure date
Compensation per Person
DETAILS OF COMPENSATION TO BE INSERTED
HERE**
- (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 in the control of the Organiser and for which the Organiser shall not be held liable. In this Booking Form 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.

14. 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. In the event that the Consumer does not avail of the Organiser's travel insurance scheme he must furnish details of the alternative travel insurance scheme which he has arranged at the time of booking. 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.

THE FOLLOWING TWO CLAUSES CAN BE INSERTED WHERE THE ORGANISER WISHES TO PROVIDE INSURANCE COVER ON SUCH A BASIS AND/OR THE ORGANISER ANTICIPATES THAT HE/SHE WILL INCUR SUCH ADMINISTRATION EXPENSES

Unless the Consumer, when booking, expressly indicates otherwise, the Consumer shall be automatically covered by the Organiser's travel insurance scheme and the premiums will be added to the price of the holiday. The Organiser reserves the right to levy an administration charge in respect of any additional work or expenditure incurred by the Organiser in assessing the adequacy of the cover afforded by the alternative travel insurance scheme being taken out by the Consumer.

15. DATA PROTECTION

- A. The Organiser is committed to protecting your privacy and information. A copy of our privacy policy is available on request from MEMBER TRAVEL. 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 MEMBER TRAVEL'S 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 MEMBER TRAVEL'S 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 MEMBER TRAVEL as described. A copy of your personal information held by MEMBER TRAVEL can be provided on request. You have the right to have any inaccurate personal information rectified or erased.
- 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.

16. IDENTITY OF CARRIERS

We are obliged to inform you, at time of booking, of the identity of the operating air carrier(s) which is due to perform, or likely to perform, your flight and if there are any changes to the operating air carrier(s) we are obliged to inform you of any such change(s) as soon as possible. If we don't know the identity of the operating carrier(s) at time of booking, we must inform you of same as soon as such identity is established. In all cases, we are obliged to inform you of the identity of the operating air carrier at check-in or on boarding, where no check-in is required for a connecting flight. In accordance with EU Directive – (EC) No.2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community Blacklist', which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at

http://ec.europa.eu/transport/air-ban/list_en.htm