

BOOKING CONDITIONS PLEASE READ VERY CAREFULLY THE CONDITIONS SET OUT HEREUNDER

In this Booking Form the word 'Organiser' means the person who arranges your transport, accommodation etc., and who offers it as a tour. 'Consumer' means you, the person who takes or agrees to take the tour or any person on whose behalf you agree to purchase the tour. The contractual terms of Our Agreement apply between you and us because you have chosen a tour with us which is a 'package' within the meaning of The Package Holidays and Travel Act, 1995, and will enjoy the benefits conferred by it.

1. MAKING YOUR BOOKING

The party leader must be at least 18 years of age and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that s/he is so authorised. The party leader is responsible for making all payments due to us. On receipt of your invoice please check same carefully and contact us immediately if any information is incorrect or incomplete as it may not be possible to make changes later.

2. PAYMENT

In order to confirm your chosen tour, a minimum deposit of €250.00 must be made at the time of booking (or full payment if booking within 10 weeks of departure) together with the full cost of any "extras". Please note "extras" means any items not expressly specified as being included in the basic tour cost e.g. event tickets, entrance fees. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking. The balance of the tour cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date.

3. THE CONTRACT

No contract shall arise until you have confirmed your booking and have paid your deposit. By asking to have your booking confirmed you are accepting our Terms and Conditions. Our booking form must be completed and signed on receipt by you and immediately returned to MAP Travel. It will be acknowledged by email or post. We both agree that the terms outlined in the Booking Conditions are to be interpreted under and subject to the laws of the Republic of Ireland.

4. THE COST OF YOUR TOUR

All prices quoted 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 tour may increase or decrease accordingly. Any such increase/ decrease must be paid by or refunded to the Consumer.

5. INSURANCE

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. The Consumer's attention is drawn to the exclusion clauses and excess on the insurance policy and to the obligation contained therein to disclose any material facts at the time of purchasing the insurance policy arranged by the Organiser. It is the responsibility of the consumer to read their insurance policy before they travel and check that the insurance scheme provides the consumer with the desired level of cover. In the event that the Consumer does not avail of the Organiser's travel insurance scheme s/he must furnish details of the alternative travel insurance scheme which s/he has arranged at the time of booking. It is the responsibility of the Consumer to check that the insurance cover scheme provides the Consumer with the desired level of cover. In so arranging insurance cover for the Consumer the Organiser is acting as 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 s/he deems necessary. 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.

MAP Travel

36 Upper O'Connell Street, Dublin 1 (Entrance on Parnell Street)

Tel 01-8783111 | **Fax** 01-8783117 | **E-mail** info@maptravel.ie | **Website** www.maptravel.ie

Directors **M**arian Benton **A**nd **P**atricia Kenny

Registered in Ireland No. 270794 Incorporated as MAP Travel Ltd.

Travel Agents Licence No. T.A. 0474 | VAT No. IE8270794V

6. CHANGES

Changes or alterations by the Consumer will be at the complete discretion of the Organiser. If allowed, amendment fees together with additional costs incurred will be payable by the Consumer.

7. CANCELLATION BY THE CONSUMER

Should you or any member of your party need to cancel your chosen tour once it has been confirmed, you must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums, amendment charges and any paid or owed "extras". Insurance premiums, amendment charges and paid or owed "extras" are not refundable in the event of the person(s) to whom they apply cancelling.

Deposit is non-refundable

Within 8 – 6 weeks of departure 30% of the tour cost is forfeited

Within 6 – 4 weeks of departure 50% of the tour cost is forfeited

Within 4 – 3 weeks of departure 75% of the tour cost is forfeited

Within 3 – 2 weeks of departure 90% of the tour cost is forfeited

Within 2 weeks of departure 100% of the tour cost is forfeited

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

8. CHANGES AND CANCELLATION BY US

- a) Without prejudice to the Consumer's statutory rights, the Organiser reserves the right to alter, change, curtail or cancel a tour.
- b) If as a consequence of "force majeure" (as defined in Clause 9), the Organiser is obliged to curtail, alter, extend or cancel a tour, 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 tour.
- c) A minimum number of bookings is required for a programme of tours. 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 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 tour, 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 tour, the Organiser shall, if practicable, offer an alternative comparable tour 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 tour, 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.

9. FORCE MAJEURE

In accordance with the provisions of Clause 8, 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 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 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 tour, riots, acts of war, civil commotion, exercise of legislative, municipal, military or

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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 tour, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

10. OUR LIABILITY TO YOU

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 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 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, 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 tour to the adult concerned and in the case of a minor an amount equal to the inclusive price of the tour 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.

11. COMPLAINTS

- a) If the Consumer wishes to make a complaint in relation to a tour s/he must immediately inform the Organiser's representative at the location where the Consumer is when the complaint arises, thereby giving the Organiser reasonable opportunity to rectify any matters. If the Consumer fails to comply with such requirements, 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) Notwithstanding Section (a), the Consumer shall be obliged to notify the Organiser, in writing, of any complaint within 28 days after his/her return to the port of departure, or termination of the tour whichever is the earlier. Any complaint received after this period will not be entertained.
- c) 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 in accordance with Clause 12 below. In accordance with the Arbitration Acts 1954 - 1980 the determination of the Arbitrator as to factual matters in dispute and such Award as he may make are final. Neither party has a right of Appeal except to the High Court on a point of law.

12. ARBITRATION

Any dispute or difference of any kind whatsoever which arises or occurs between any of the parties hereto in relation to anything or matter arising under, out of or in connection with this contract and/or the tour connected to this contract shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators-Irish Branch.

13. BEHAVIOUR

When you book with us, you, as the Consumer accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

14. SPECIAL NEEDS AND SPECIAL REQUESTS

Special needs: It shall be the Consumer's responsibility to disclose to the Organiser prior to booking any physical or mental condition of a member of his/her party which may be relevant and no liability shall attach to the Organiser for the provision of an unsuitable tour for a for a person with special needs where disclosure of the disability has not been made to the Organiser.

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The Organiser reserves the right to decline or provide a tour for a person with special needs where in the Organiser's opinion that tour would be inconsistent with the special needs of that person. Special Requests: Special requests (e.g. ground floor accommodation, sea view, etc.) shall be communicated by the Consumer in writing to the Organiser 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.

15. EXCURSIONS, ACTIVITIES AND ADVERTISED INFORMATION

The information contained on our website is correct to the best of our knowledge. We may provide you with information about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, nor supervised, nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way.

16. PASSPORTS AND VISA REQUIREMENTS

It is the sole responsibility of the Consumer to ensure that s/he is in possession of all travel documentation i.e. valid passports, visas (where applicable) 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 entry as a consequence of the Consumer failing to have their travel documentation, passport or visa (if required) in order.

20. 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 to us will be held on MAP 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 tour 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 MAP 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 MAP Travel as described. A copy of your personal information held by MAP Travel can be provided on request. You have the right to have any inaccurate personal information rectified or erased. 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 on your itinerary

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