

In these Booking Conditions, "Consumer", "you" and "your" mean 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.

Please read these Booking Conditions carefully. They apply to all bookings made through Travel Counsellors (Ireland) Limited, who are acting as agents on behalf of all of the suppliers (including airlines and accommodation providers) in your booking.

You are contracting with the suppliers, whose terms and conditions apply to your booking. Copies of those terms and conditions are available upon request.

These booking conditions govern your relationship with Travel Counsellors (Ireland) Limited.

The person making the booking must be at least 18 years of age and must be authorized to make the booking on behalf of the members of the party. The person making the booking must also provide a copy of these booking conditions to the other members of the party.

1. THE CONTRACT

After we have received your deposit or full payment (if applicable) and we have issued a confirmation invoice, a contract will exist between you and each of the suppliers, effective from the date printed on your invoice. The terms and conditions of each supplier you have booked with will apply to your booking. Once the contract(s) is made, the airline, accommodation provider and any other supplier is responsible for providing you with what you have booked.

2. PERSONS WITH SPECIAL NEEDS

It shall be the Consumer's responsibility to disclose prior to booking any physical or mental condition of a member of his party which may be relevant and no liability shall attach to Travel Counsellors (Ireland) Limited for the provision of an unsuitable holiday for a person with special needs where disclosure of that person's special needs has not been made to Travel Counsellors (Ireland) Limited prior to booking.

3. PRICES AND PAYMENT

The price of airline tickets often cannot be refunded. If this would apply to your booking, we will tell you.

Prices are quoted in full including taxes and service charges at the time of the booking.

To confirm your booking (and if you are not paying the full cost of your booking at the time of making the booking) you must pay a deposit of €120 for each person in the booking, or a deposit of 25% of the total value of the booking, whichever is the greater. If your booking includes flights, you may have to pay the full cost of the flights at the time of booking.

Payments for extras (such as incidental charges, mini-bar charges, laundry and telephone bills or any extra night) should be made directly to the hotel when you check out. On arrival at your hotel you may be asked for an imprint of your credit or debit card.

4. IF YOU CANCEL THE BOOKING

If you fail to pay any remaining amount owed by the date it is due, we can assume you have cancelled the booking and the cancellation charges set out will apply.

If you need to cancel the booking you will have to pay a cancellation charge. Cancellations must be made in writing or by e-mail by the person who made the original booking and paid the deposit. The date we work out your cancellation charge from is the date we receive written notice of your cancellation, from you (the person who is the first name on the booking), at our offices.

You may be able to claim back the cancellation fees if the cancellation is covered by a suitable insurance policy.

If you cancel your booking more than 10 weeks before your arrival date, the cancellation charge will be the full deposit you have paid. If you cancel your booking within 10 weeks of your departure, the cancellation charge will be a percentage of the total invoice as shown below (these charges may be different during periods of trade fairs, exhibitions and other special events):

Less than 10 weeks, but more than 4 weeks from departure – 25%
Less than 4 weeks, but more than 2 weeks from departure – 75%
Less than 2 weeks from departure – 100%

The price of airline tickets often cannot be refunded.

Instant purchase flights – where accommodation is on request and instant purchase flights have been booked, the cost of the flights plus taxes plus €75 per person will be payable by the consumer. If the accommodation provider is unable to obtain the particular accommodation requested, Travel Counsellors (Ireland) Limited will take all reasonable steps to make a comparable alternative offer of accommodation to you. If the accommodation cannot be confirmed, or the alternative offered is not acceptable to you, you shall be entitled to a refund of all monies paid less the cost of the instant purchase flights plus taxes and an administration charge of €25.

Cruises, ticketed flights and coach tours – cancellation of holidays involving any of these elements will incur further cancellation charges. These charges will vary depending on third party suppliers.

Insurances – insurance policy payments are not refundable as cancellation cover applies immediately after you have booked.

All cancellation charges apply to each person covered by a booking.

5. ALTERATIONS MADE BY THE SUPPLIER

In the unlikely event that we are notified by an accommodation provider that they cannot fulfil the booking, you can either cancel free of charge or accept an alternative accommodation of equivalent standard, if available. Where we are notified of changes, we will contact you as soon as possible, but we will have no other liability towards you.

If you have a transfer reservation that needs to be altered due to a change to your accommodation, we will endeavour to arrange this for you, provided that at least 24 hours notice can be given and there is availability. Should the change result in a longer transfer then the difference in cost may be charged to you, however full consideration will be given to the circumstances of the change before any additional charge is made.

6. ALTERATIONS MADE BY YOU

If you want to change any part of your booking, we will do all we can to help. However, the suppliers are under no obligation to make any change, although with reasonable notice (usually more than 4 weeks), changes may be possible. If a supplier is able to make a change, there will be a Travel Counsellors administration charge of €25 per booking.

If you have made a transfer booking, these may be altered provided that at least 24 hours notice can be given. Should the transfer journey be longer, the difference in cost will be charged to you plus a Travel Counsellors administration charge of €25 per booking.

7. TRANSFERS

Unless otherwise stated, private taxi transfer prices include up to four persons in one taxi, each with up to one suitcase and one piece of hand luggage. Further luggage may be carried at the discretion of the taxi driver, but please note that this may be subject to a further charge which you will have to pay at your destination.

If your outbound flight is delayed your transfer will be automatically amended and your taxi will collect you at the revised time of arrival.

All bookings from your resort to the relevant airport must be confirmed locally at least 48 hours before your departure from the resort. It is your responsibility to confirm your booking. Failure to do so may result in the

service not being provided, and Travel Counsellors (Ireland) Limited will not be liable for any losses or additional costs you incur.

8. THE CONSUMER'S RESPONSIBILITIES

The Consumer must check all travel documentation immediately it is given to him. If the Consumer considers any document to be incorrect or has a query in relation to its contents, he shall notify Travel Counsellors (Ireland) Limited as soon as possible.

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 supplier shall not be obliged to carry the Consumer and shall be entitled to treat the travel arrangements as having been cancelled by the Consumer.

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 his travel arrangements. 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.

Where the Consumer has booked a flight, he hereby agrees that he shall abide by all instructions or directions given by a member of the airline's staff or any crew member of carrier's craft or vehicle used in connection with the flight and hereby agrees to indemnify the Travel Counsellors (Ireland) Limited against any loss or injury suffered by it as a consequence of the Consumer's failure to act in accordance with any such direction or instruction.

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 the same are in order. The Consumer hereby agrees to indemnify Travel Counsellors (Ireland) Limited for any costs incurred by it as a consequence of the Consumer being denied transportation or entry as a consequence of the Consumer failing to have their travel documentation or the same not being in order.

NOTE: IF YOU BOOKED A PACKAGE HOLIDAY, 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 PACKAGE HOLIDAY IS THE RESPONSIBILITY OF YOUR HOLIDAY AIRLINE AND WILL NOT AUTOMATICALLY ENTITLE YOU TO REIMBURSEMENT OF THE COST OF YOUR HOLIDAY.**

9. LIABILITY

As we are only acting as booking agents, we have no liability in respect of the supply of any element of your booking, including any liability for any illness, personal injury, death or loss of any kind, unless caused by our negligence. Any claim for damages for injury, illness or death must be brought against the relevant supplier.

For transfer bookings we will use our reasonable endeavours to ensure that your transfer provider collects you from your collection point at the time set out on your voucher. However, we are not liable for any loss or costs you incur through any delay.

Please note that health and safety standards overseas can often differ greatly from those we enjoy at home.

The suppliers' 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 1955 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 supplier and, where applicable, Travel Counsellors (Ireland) Limited, 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.

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 100,000 Special Drawing Rights ("SDRs") (approximately EUR123,000) 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 (approximately EUR20,000).

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 4,150 SDRs (approximately EUR5,100).

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 1,000 SDRs (approximately EUR1,230).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately EUR 1,230). 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 your flight and the Convention referred to above can be supplied on request. In the event of any liability on the part of the supplier for injury, illness or death, no payment will be made unless the following conditions are complied with: (I) the Consumer must advise the supplier in relation to the injury or illness while the Consumer is at the resort and must also write to the supplier 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 supplier; (III) the Consumer must co-operate fully with the supplier to enable the supplier or its insurers to enforce such rights.

10. COMPLAINTS

We hope you will have no reason to complain but if you are unhappy with any aspect of the services provided you must report it immediately to the supplier, or contact Travel Counsellors (Ireland) Limited. We shall attempt to resolve the matter immediately but if you remain dissatisfied you must write to us within 28 days from the end of your holiday. Failure to complain at your destination may mean we will be unable to resolve the dispute after you return home.

11. INDEMNITY

When you book through Travel Counsellors (Ireland) Limited, you accept responsibility for the proper conduct of your party during your holiday. You agree to fully indemnify Travel Counsellors Ireland Limited in respect of any losses or damage it incurs as a consequence of the misconduct of your party on your holiday.

12. FORCE MAJEURE

Travel Counsellors (Ireland) Limited and the suppliers shall not be liable for any loss or damage incurred by you as a consequence of Travel Counsellors (Ireland) limited or any of the suppliers being unable to perform its obligations under your contract(s) due to unusual or unforeseeable circumstances (a "force majeure event") beyond the control of the party affected by the force majeure event.

13. INSURANCE

Travel Counsellors (Ireland) Limited recommends that all Consumers are covered either by a travel insurance scheme arranged by a supplier or covered by another travel insurance scheme which gives the Consumer at least the same level of cover as that afforded by a travel scheme arranged by a supplier. In some cases the supplier will make it a condition that the Consumer has travel insurance and, in that event, Travel Counsellors (Ireland) Limited will ask the Consumer for details of the travel insurance scheme which he has arranged.

It is the responsibility of the Consumer to check that the insurance scheme provides the Consumer with his desired level of cover.

Where travel insurance is arranged by Travel Counsellors (Ireland) Limited or by a supplier, Travel Counsellors (Ireland) Limited or that supplier is acting as agent for 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.

14. GENERAL

Travel Counsellors (Ireland) Limited reserves the right to alter these terms and conditions at any time.

Passports and visas – you must ensure that you hold the correct documents to travel. All passengers need a full passport, including children. If you need to get a passport, allow three months to do so. If you need a visa, we are happy to offer you help and advice.

15. DATA PROTECTION

In order to process your booking we need to pass your details to the relevant suppliers. We will take all reasonable precautions to ensure the security of that information. We may also use the information you provide for marketing purposes and, if you do not wish to receive any further information, please inform Travel Counsellors (Ireland) Limited.

16. GOVERNING LAW

These booking conditions are governed by Irish law and the Courts of Ireland will have jurisdiction for any matter pertaining to them.

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