

ADRIATIC TRAVEL BOOKING TERMS & CONDITIONS

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 takes or agrees to take the holiday or 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 sells to you 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 thereof 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; if the Organiser, or that of the Organiser's representatives, contractors, agents or employees and the cancellation charges as provided for in Clause 10 of this Booking Form are payable by the Consumer. Further, where, as a result of 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) there is a delay or diversion to the means of transportation the subject of this contract which the Consumer is staying in or passing through, and 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/her 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 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 disabled person where the Organiser's opinion that holiday would be inconsistent with the special needs of a disabled person. Please note that it may be necessary to levy surcharges to cover the additional cost of providing suitable transfers and any other special needs requirements, subject to availability.

3. Special Requests

Special requests (e.g. ground floor accommodation, seawiew, etc.) shall be communicated by the consumer in writing to the Organiser or Retailer at the time of making the booking. The Organiser shall endeavour to accommodate such requests. The Organiser does not accept any requests in the knowledge 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 euro and are based on tariffs and exchange rate current and appropriate at the time of publication. In 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 variation 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 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 if 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 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 the stall aboard all air 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 shall be obeyed to the extent that they do not cause any loss of, or injury to, the consumer or create any other person 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/she 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 entry as a consequence of the Consumer failing to have their travel documentation, passport or visa (if required) not in order.

(f) Pursuant to Regulation EC261/04 airline passengers are granted 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 published 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.

(g) In cases of flight delays and cancellations, passengers are entitled to receive assistance including the provision of refreshments, meals, and accommodation where appropriate from their airline and passengers should seek details of their entitlements from their airline. In the event of a flight delay and/or flight cancellation occurring, the Organiser does not accept any liability for any costs incurred in such circumstances.

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 behalf of another supplier of services because:

- (a) the failures were 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 a full 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 willful misconduct or gross negligence of the Organiser the amount of compensation which will be paid to the Consumer shall be the lesser of the amount of the actual loss sustained or 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 (as amended) relating to the carriage of passengers and their luggage by air or the EU Regulation on Air Carrier Liability for travel 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 applies. Pursuant to these Conventions and the Regulation, the Organiser's liability is limited or excluded for death, personal injury, loss of or damage to luggage, and special provision is made for travellers.

7. Complaints

(a) Without prejudice to the Consumer's right 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, then the complaint arises from the Organiser's activities, complete a form set out in the Consumer's copy of the Booking Form. The Organiser will endeavour to resolve the complaint. 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

The terms of the contract (as provided in Clause 1 (a) of this Booking Form) 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 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. 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 56 days before the departure date, any deposit paid is forfeited
- Within 29-56 days of departure 50% of the cost of the holiday is forfeited, whichever is greater.

- Within 22-28 days of departure 75% of the cost of the holiday is forfeited.

- Within 8 - 21 days of departure 90% of the cost of the holiday is forfeited.

- Within 7 days of departure 100% of the cost of the holiday is forfeited.

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

10. Substitution

(a) Where the Consumer is prevented from proceeding with the holiday, he may transfer his booking to a third party, provided that all the conditions, required to be satisfied by the Consumer to make the booking, are first given to the Organiser or Retailer responsible for the booking, and he has the 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 of the Organiser or Retailer for payment of any balance due in respect of the holiday and for a substitution fee of €35 per person substituted, subject to a maximum of €140 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 the acceptance by the Consumer of a booking, or a Consumer, wishes to alter a holiday, the Organiser may do so, if the acceptance by the Consumer is subject to the following conditions: (a) a request to alter a holiday, made by the Consumer in writing to the Retailer (who shall forward a request for alteration) must be made by the Consumer directly with the Organiser and must be accompanied by a payment of 15 per person. On 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 adjustment; if only some of the Consumers booking may be change, which is found practicable, a price adjustment for all 11 Consumers on the same booking request 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 10 and the cancellation charges as provided for in Clause 10 are payable by the Consumer.

12. Alterations and cancellations by the organiser

(a) Without prejudice to the Consumer's statutory rights, the Organiser reserves the right to alter, change, or cancel a holiday. "force majeure" (as defined in sub-paragraph (f) of this clause) the Organiser is obliged to suspend, 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, then 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 14 (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 Clause 14 (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 equivalent or superior quality if the Organiser (whether directly or through a Retailer) is able to offer such 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 replacement package, as may be offered by the Organiser; or (c) to have repaid as soon as possible all 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, or the alternative holiday, the Consumer shall be deemed to have accepted the offer and the Consumer shall only be entitled to return package costs.

(v) Further, where the Organiser cancels, receives, changes or curtails the holiday as contemplated in Clause 14(d)(i), 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 reasons referred to in Clauses 14(b) or 14(c) or where the Consumer accepts the alteration as provided for in Clause 14(d)(i).

Within 8 weeks

€20

€32

€45

€64

(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 which the Consumer shall be obliged to accept. In this booking form the Organiser, the Retailer or any other person who provides 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, exCISE 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.

13. 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 the excesses in the insurance policy arranged by the Organiser. In the event that the Consumer does not avail of the Organiser's travel insurance cover, the responsibility of the Consumer, to check that the insurance cover he arranges, the time of booking, is his responsibility. It is the responsibility of the Consumer to check that the insurance cover he arranges, 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. 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 your 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 cover afforded by the alternative travel insurance scheme being taken out by the Consumer.

14. 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 there are any changes to the operating air carrier(s) which is due to perform, or likely to perform, any such changes as soon as possible. If we do not know the identity of the operating air carrier(s) at the time of booking, we must inform you of same as soon as such identity is established. In such circumstances, you must check that the identity of the operating air carrier(s) is the same as that of the carrier(s) where no check-in is required for a connecting flight, in accordance with EU Directive - (EC) No 2111/2005 Article 9, where 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

DATA Protection: The information (including personal information such as special needs, dietary or religious requirements) which you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements, such as public authorities, customs or immigration if required by them, or as required by law. Your information may also be passed on to security or credit checking companies. Certain countries, including the United States and Japan require that this information will provided to its Customs and Border Protection Authorities for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we may be unable to proceed with your booking. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.