

Booking Conditions

1. The Contract

- (a) No contract shall arise until the Consumer has signed the booking form and paid the non-refundable deposit of £350/Stg£250 or the full payment for the holiday. The Terms of Contract are contained solely in the booking form.
- (b) On receipt of the booking form and the deposit, the Provider will issue an invoice to the Consumer, confirming the booking and showing the balance due.

2. 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.

3. Cancellation for non-payment

If the Consumer has not paid for the product in full by the due date, the Provider reserves the right to cancel the holiday.

4. Cancellation by the Consumer

Any cancellation of the product by the Consumer must be notified in writing to the Provider. The following cancellation charges are payable.

- Six weeks or more prior to the date of departure the deposit will be forfeited.
- Within 4-6 weeks of departure 50% of the cost of the holiday will be forfeited.
- Within 4-2 weeks of departure 60% of the cost of the holiday will be forfeited.
- Within 2 weeks of departure 100% of the cost of the holiday will be forfeited.

5. Alteration by the Consumer

- (a) If after acceptance by the Provider, a Consumer wishes to change or alter the product, the Provider may do so at its discretion if practicable. A request for a change or alteration must be made in writing and accompanied by a payment of £15/Stg£10 per person, such payment is not refundable.
- (b) The Provider cannot accommodate any changes or alteration requested by the Consumer, unless the request is made at least five working days before the date of travel

6. Alteration by the Provider

- (a) The Provider reserves the right to alter, change, curtail or cancel the holiday
- (i) as a consequence of 'force majeure' (refer to paragraph 5 (iv) for definition.
 - (ii) if the minimum number of bookings for the product has not been achieved by the Provider. In the event that the Provider does not achieve the minimum number of bookings and wishes to cancel or curtail the product, the provider must notify consumers at least 4 weeks before the scheduled date of departure.
- (b) Consumer shall not be at liberty to maintain a claim for compensation for any other loss arising as a consequence of the said curtailment, alteration, extension, or cancellation of the holiday.
- (c) In this booking form, the term 'force majeure' means acts of God, natural disasters, adverse weather conditions, fire, flood, destruction of any craft, vessel or vehicle to be used in connection with the product, destruction or damage to the holiday accommodation, riots, acts of war, civil commotion, exercise of legislative or governmental action including municipal, military or other statutory authority, strikes, industrial action, requisition of equipment, mechanical or electrical breakdown, shortage of fuel, insolvency or default of any carrier or service connected with the product, fraud perpetrated against the Provider.

7. Insurance

It is a condition of this Contract that the Consumer is covered by travel insurance arranged by the Provider or covered by any other insurance policy offering at least the same cover as that arranged by the Provider. All claims made against the insurance policy shall be made directly to the insurer by the Consumer. The Consumer shall be responsible for making any special or increased insurance, which he deems necessary.

8. Price Variation

All prices are stated in Euro/Stg and are based upon the cost of transport, dues, taxes, and fees chargeable at airports at the time of publication. If any of these vary, the cost of the holiday may increase or decrease accordingly. Any such increase or decrease must be paid or refunded to the consumer, however no variations shall be applied where the combined effect would result in an increase or decrease of less than 3% of the cost of the product.

9. Obligations of the Consumer

- (a) The Consumer shall check all travel documentation immediately it is furnished to him. If the Consumer considers any document incorrect or has a query in relation to its contents he shall immediately notify the Provider of his concern and the Provider will respond as soon as possible.
- (b) The Consumer is solely responsible for ensuring that he presents himself at the ort of departure in sufficient time to have completed all embarkation requirements before the designated departure time. If the Consumer arrives after the check-in time stipulated in the travel documents provided to the consumer, the Provider shall not be obliged to carry the Consumer and shall be entitled to treat the holiday as being cancelled by the Consumer. It is the sole responsibility of the Consumer to ensure all travel documents e.g. travel documentation, passports, etc... are in order.
- (c) The Consumer is restricted by regulation of carriers with regard to weight and type of contents of baggage, which he may take on board the aircraft, or vehicles, being used in connection with the product. The Consumer shall be responsible for ascertaining the regulation with regard to weight and contents of his baggage.
- (d) The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the Provider's staff or any crew members of the carriers aircraft or vehicle used in connection with the product. Furthermore the Consumer agrees to indemnify the Provider against any loss or injury suffered as a result of the Consumers failure to act in accordance with any said instruction.

10. Complaints

- a) If the Consumer wishes to make a complaint in relation to the product, he must immediately inform the Provider's staff at the location where the complaint arises, thereby giving the Provider reasonable opportunity to rectify matters.
- b) If the Consumer is unable to resolve his complaint satisfactorily at the point where the complaint arose he may submit the complaint in writing to the Provider. Such written complaints shall be notified to the Provider within ten working days from the departure date from the camp at Soustons.

11. Liability

- (a) The Provider shall not be liable for any damage caused to the consumer by the failure to perform the Contract or improper performance of the Contract where failure or improper performance is due neither to any fault of the provider nor 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 services contracted for are unforeseeable or unavoidable
 - (iii) Force majeure
 - (iv) An event that the Provider, having exercised due care and attention could not foresee or forestall.
- (c) In the event of any liability on the part of the Provider for injury, illness or death, no payment will be made unless the following conditions are complied with
- (i) The Consumer must advise the Provider in relation to the injury or illness while the Consumer is at the resort and must also write to the Provider within three months of 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 Provider
 - (iii) The Consumer must co-operate fully with the Provider's insurers to enforce such rights
 - (iv) Any payments that the Provider is obliged to make will be limited as follows:
 - a. For international transport by air, the liability of the Provider is limited to the sum fixed by the Warsaw Convention as amended by the Hague Protocol 1995 or any amendments thereto. Currently about £1 14,000
 - b. 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.
 - c. For international transport by water – up to the highest amount allowed under the Athens Convention. Or any amendments thereto.
 - (v) Disputes Procedure

It is the policy of the Provider to try and resolve disputes that arise out of or in connection with the contract by informal discussion. Most disputes are resolved in this manner. Where agreement is not possible then and only then should the dispute be referred to Arbitration or the Small Claim Court whichever is appropriate. Arbitration will be under the Arbitration Rules of the Chartered Institute of Arbitrators, Irish Branch, and its findings will be binding on all parties.