

Booking Terms & Conditions

In the bookings, 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 buys or agrees to buy 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.

1. The Contract

(a) No contract shall arise until the Organiser has received the complete booking form together with a deposit or full payment for the holiday and has issued written confirmation of its acceptance to the Consumer. It is understood that the Consumer agrees to the Booking Terms and Conditions once payment is received and confirmed in writing. The terms of contract are contained solely in the Organiser’s brochure and website.

(b) The Organiser reserves the right to terminate the contract if the behaviour or conduct of a 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.

2. Disabled Persons

It shall be the Consumer’s responsibility to disclose to the Organiser any physical or mental condition of a member of his party which may be relevant. The Organiser reserves the right to decline to provide a holiday for a disabled person where in the Organiser’s opinion that holiday would be inconsistent with the special needs of a disabled person.

3. Payment

The holiday must be paid for in full at least 4 weeks before the scheduled date of departure. 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 by the Consumer:

More than 4 weeks before the departure date, any deposit paid shall be forfeited.

Within 4-2 weeks of departure, 40% of the cost of the holiday is forfeited.

Within 2 weeks – 8 days of departure, 70% of the cost of the holiday is forfeited.

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

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

In regards to sports events and other ticketed events, in addition to the above payment conditions, a non-refundable payment of a minimum of €80 will apply.

All bookings will be confirmed in writing by the Organiser. The Consumer may cancel a booking within 72 hours of a booking being made without being subject to any cancellation charges. However this condition does not apply if a booking is made within 14 days of travel.

4. Substitution

(a) Where the Consumer is prevented from proceeding with the holiday, he may transfer his booking, having first given reasonable notice to the Organiser (4 weeks)

in writing of his intention to do so before the departure date. The transferee from 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 for payment of any balance due in respect of the holiday.

5. Alteration By The Consumer

If after acceptance by the Organiser a Consumer wishes to alter a holiday, the Organiser will use its best endeavours, if practicable, to facilitate that change. A request for alteration must be in writing and must be accompanied by a payment of €10 per person which is non-refundable. If the alteration is not practicable the original holiday arrangements shall continue to apply. If some only of the Consumers booked 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 a charge. If default is made by the Consumers in complying with the foregoing requirements, the Organiser shall have the rights referred to in clause 3.

6. Special Requests

(a) Tour Requests: Special requests (e.g. ground floor accommodation, seaview, 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 Organiser shall only be obliged to provide services in accordance with special requests where it specifically commits itself in writing to do so. No liability shall attach to the Organiser for failure to comply with a special request which has not been confirmed by it in writing.

(b) Sport Ticket Requests: Special requests for sporting events (eg. tickets in certain areas, tickets seated together, etc.) must be made at the time of the booking. The Organiser shall use reasonable endeavours to fulfil such requests. However no liability shall attach to the Organiser for failure to comply with these special requests. Tickets for certain sports grounds and arenas have "restricted view" printed on them due to roof supporting poles. Restricted view does not necessarily mean that the view is severely affected, it is a legal necessity. The Organiser is not responsible for any refund or reduced rate for these tickets if allocated.

7. Accommodation On Request

Where accommodation is "on request" an additional administration charge of €15 will be payable by the Consumer. This charge will be debited 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 is not acceptable to the Consumer, the Consumer will be entitled to a refund of all monies paid to the Organiser less a €15 administration charge.

8. Alteration By The Organiser

(a) The Organiser reserves the right to alter, change, curtail or cancel a holiday.

(b) If as a consequence of "force majeure" (as hereinafter defined in sub-paragraph (f) of the 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 said curtailment, alteration, extension or cancellation of the holiday.

(c) The Organiser has a minimum number of bookings required for a programme of holidays to operate. 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 cancellation or transfers by 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 holiday which results in more than 18 hours change in the time of departure, or a change in resort or in the type of accommodation offered, or some other change which fundamentally alters the holiday, the Organiser shall, if practicable, offer an alternative comparable holiday of at least similar standard or shall refund the Consumer all monies paid. Unless within seven days of issue of the offer of an alternative holiday it is accepted by the consumer in writing, the Organiser shall assume that the Consumer has declined such offer and the Consumer shall only be entitled to return of payments made. This clause does not relate to sporting events or other ticketed events.

(e) Where the Organiser makes an alteration in the holiday as contemplated in sub-paragraph (d) of this clause 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 sub-paragraphs (b) or (c) of this clause. Notification period prior to Departure date and compensation per person:

Within 4 weeks €10.00

Within 2 weeks €15.00

(f) In the booking terms and conditions, the term "force majeure" means 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 connected with a holiday, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

(g) The size of the coach used will be determined by the amount of passengers booked on a holiday. The sizes of the coaches available for use on tours are coaches of a minimum of 28 seats and maximum of 53 seats. Multiple coaches may be used where tour group size dictates.

(h) In regards to sports events and other ticketed events:

(i) in the event of a fixture/event being changed from a weekend date (a weekend days being deemed as Friday, Saturday, Sunday and Bank Holiday Monday) to a midweek date or vice versa, we the Organiser reserve the right to change the type of service being provide, ie. a two night weekend trip being altered to a midweek day

trip. These changes are subject to the same payment and cancellation policies as stated in sub-paragraph (d).

(ii) if a fixture/event is transferred or postponed for whatever reason, it is agreed that all monies will be transferred to the new date without question.

(iii) if a fixture/event is cancelled and the tour has already departed, the tour will proceed as a leisure break and a refund of the entrance fee will be provided on return.

(i) In regards to ferry travel, if a ferry is cancelled prior to departure, we the Organiser will do everything within its power to provide alternate ferry travel options. The Organiser can not be held responsible for late arrival at or missing of an event. Refunds will not apply unless the Organiser receives refunds from suppliers.

(j) A day trip is defined as a 24 hour period from time of departure from designated departure point to time of return to designated return point. It is understood by the Consumer at time of booking that there is a higher risk associated with day trips to sporting events. The Organiser can not be held responsible for late arrival at or missing of an event as a consequence of "force majeure" (as defined in sub-paragraph (f) of the clause). Refunds will not apply.

9. Insurance

The Organiser strongly recommends that all Consumers avail of travel insurance for both domestic and non-domestic holidays. Travel insurance is available from most travel agents. The Organiser will not be responsible for any claims made against the insurance policies.

10. Price Variation

All prices 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 holiday may increase or decrease accordingly. Any such increase/decrease must be paid by refunded to the Consumer. However no variations 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 Organiser shall not increase the price stated in the brochure.

11. Default By The Consumer

(a) The Consumer shall check all travel documentation immediately it is furnished to him. If the Consumer considers any document is incorrect or has a query in relation to its content, he shall forthwith notify the Organiser of his concern and the Organiser shall respond as soon as possible.

(b) The Consumer is solely responsible for ensuring that he present 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, 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. No refund will apply.

(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 he shall abide by all instructions or directions given by a member of the Organisers staff and any crew member of a carrier's craft or vehicle used in connections with a holiday and hereby agrees to indemnify the Organiser's staff 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 directions or instructions.

12. Safety

All passengers must remain seated in the interest of safety whilst vehicles are in motion. Seatbelts where fitted must be worn. Movement to the contrary is at passenger's own risk. At no time may drinking alcohol or smoking be permitted on any coach, bus or other transport provided. Barrys Tours and their agents reserve the right to refuse passage to any persons who are found in violation of these safety conditions, or who are found to be a danger to themselves or any other passengers. These persons forfeit any claim for compensation or refund.

13. Complaints

(a) Should any passengers have cause for complaint for any reason, whilst on holidays the following must be observed. If a client has reason to complain about the accommodation, food or service at any guesthouse or hotel that such complaint should be made in first instance direct to the proprietor or manager of the establishment concerned at the time they arise, and shall if the Organiser requires complete a form setting out the detail of the Consumer's complaint. If the Consumer fails to comply such requirement, the Organiser shall be entitled to recover the cost from the Consumer of any 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 21 days after his return to the port of departure or termination of the holiday, whichever is the earliest.

14. Arbitration

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