

# Ireland Luxury Travel Terms and Conditions

***It is the responsibility of each client to read the terms and conditions of your booking. Your booking is bound by these terms. Payment of the deposit to Ireland Luxury Travel (Dun na Séad Castle Baltimore Ltd t/a Ireland Luxury Travel) signifies acceptance of the following terms and conditions;***

**Parties** -The booking contract is made between the Dun na Séad Castle Baltimore Ltd t/a Ireland Luxury Travel “Company” and the “Client” being all persons named on the booking (including anyone who is added or substituted at a later date). It is the Client’s responsibility to name all parties travelling in the group.

**Passage to Ireland**- All responsibility for travel into and out of the island of Ireland is with the airline/ferry service transporting the Client. The Company as a land only inbound tour operator will not be responsible for any passenger cancellations or delays on route into or out of Ireland.

**Insurance**- It is the sole responsibility of the Client and every member of the group travelling to obtain comprehensive travel and medical insurance for the entirety of their trip. The Company is not responsible for any loss or damage incurred while travelling in the Island of Ireland.

**The Company recommends you purchase travel insurance for your vacation**

**Deposits and Payments**- A deposit of 25% of the booking with the Company is required for bookings made more than 12 weeks before the departure date. The deposit is non-refundable. The remaining balance is due 12 weeks prior to departure date. If payment is not received by date due, the Company has to right to cancel reservations and withhold deposit.

On receipt of full payment, confirmation numbers and travel documents will be emailed to the Client. Payments will be made through the Company’s online payment system and as in the case of all international payments and transfers, the Client is responsible for all banking fees incurred by their own bank.

**Supplier-led alteration & Cancellation**- “Supplier” is defined as the actual producer and seller of travel components to include but not limited by the following list; hotels, b&bs, guest houses, private property owners, transportation companies, activity organisers and guides. Should any Supplier cancel a reservation prior to the arrival of a Client to Ireland, the Company will offer the next available similar Supplier in its stead at no additional cost. If similar standard is unavailable, the Company will

notify the Client in writing and reimburse the Client the balance.

**Client-led Alterations & Cancellations**- Any Client led alterations after deposit or full payment is made, the Company shall use its best endeavour, if practicable, to facilitate the change. Suppliers may charge additional fees for changes or cancellations which are the responsibility of the Client. Changes to, or cancellation of part or all of your travel package must be notified to the Company in writing before and changes or cancellations can be made.

**Cancellation Fees**- In the event of cancellation of your vacation –

Up to 12 weeks before date of arrival – Loss of deposit.

Between 11 to 3 weeks before arrival – Loss of 50% of full cost of package.

Less than 3 weeks – 100% of full cost of package.

As an alternative of loss of deposit as above, the Company will offer to hold Client’s deposit on the event of a cancellation for a maximum of two years to facilitate a future booking with the Company, the Client wishes to make within that period.

**Exclusive Property Hire**- Where the entire or part of the property is rented for the exclusive use of the Client as part of the overall booking then in all such cases where the booking is received more than 12 weeks prior to the commencement of the property hire, the Client shall pay 50 % of the full booking amount to the Company. Bookings made within 12 weeks of the commencement of the property hire shall be subject to the payment of the full amount of the booking. Cancellation of the booking the following charges apply:-

Up to 12 weeks before date of arrival – Loss of deposit.

Between 12 weeks and the date of arrival – 100% of full cost.

The above cancellation fees are the terms and conditions of booking through the Company.

If on the occasion that the property owner has different terms then above then the terms will be supplied to the client in writing and agreed upon by signature of the Client at the date of the booking.

**Company-led Alterations & Cancellations**- If Ireland Luxury Travel is obliged to alter a booking, the next available similar accommodation, transportation and/or activity will be offered to the client in writing. If the offer is not acceptable to the client, a full refund of the cost of

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the specific supplier activity item will be made. If the offer is accepted by the Client and there is a cost difference, the Company will reimburse the Client the balance.

**Changes to Prices-** the Company reserves the right to change prices as a result of new or increased taxes and charges, changes in exchange rates, or equivalent circumstances over which the Company has no control or could not have foreseen. Prices will not be changed within 20 days of departure. In the event of a price increase of more than 10% of the agreed price, the Client is entitled to cancel the booking at no charge.

**Unused Package Arrangements-** The Company cannot make refunds or exchanges for unused accommodations, services or features of any package unless agreed upon prior to departure.

**Passports and Visa Requirement-** All persons travelling to Ireland must be in possession of a valid passport and travel documents and where the Client is from outside the European Union, a travel visa may also be required and this should be confirmed with the Irish Embassy or Consulate nearest to the country of the Client's residence. Clients should note that it may take several weeks to obtain a travel visa to Ireland. It is the Client's own responsibility to ensure that all his/her travel documents and the documents of each party in the group are valid and effective.

**Disabilities & Special Needs-** It shall be the Client's responsibility to disclose to the Company in writing any disability or special needs requirements of any or all persons travelling. While every effort will be made to accommodate any disabilities or special needs the Company is not responsible for denial of services by any suppliers nor any additional expenses incurred accommodating any extra requirements, assistive devices or changes to the booking due to information which was not provided by the Client.

**Chauffeur Driven & Escorted Transportation Insurance-** All chauffeur driven and escorted transportation companies used by the Company will have provided proof of compulsory insurance cover at the beginning of each year. All chauffeur driven and escorted transportation hire includes vehicle rental, insurance, gas, driver's expenses, all taxes and fees. Gratuity is not included. Optional extra costs to be covered by Client include tolls, ferries and parking costs. Chauffeur/ Driver Guides are available for 8 hours per day in accordance with Irish Law with a minimum overnight rest period of 11 hours.

**Car Hire-** Car hire reservations will be secured on the receipt of the Client's deposit. It is the Client's

responsibility to notify the Company if they are in breach of any car rental company's terms & conditions which will be supplied at the time of the booking. The car rental company will require a credit card imprint when you are picking up your car to cover any excess (deductible) and fuel deposit costs. All car rental companies used by the Company include compulsory insurance, unlimited mileage and all taxes. Most car companies will offer additional optional insurance at the point of pickup which you can purchase at your own discretion and will be billed directly by the car rental company.

**Complaints Procedure-** All or any complaints made by the Client against any accommodation, transportation company or activity supplier should be made while still in Ireland during the vacation time and in writing to the supplier involved. The Company should also be informed of the complaint in writing to Complaints, Ireland Luxury Travel, Creagh, Baltimore, Co. Cork, Ireland.

**Responsibility and Client Obligations-** The Company is not responsible for any personal injury, property damage or other loss a client incurs on any travel organised by the Company arising from acts or omissions, of any supplier company, subcontractor or other person or organisation, whether or not such company or person is rendering any services supplied to the Company.

The Client also undertakes to settle any bills for extra charges incurred during the vacation, e.g. minibar, telephone, evening meals etc. If these charges are not settled during the vacation and are charged to the Company, it will be obliged to re-invoice the charges to the Client. Nominal fee may apply.

**Liability** – The maximum aggregate liability of the Company to a Client which may arise from any claim shall in no case exceed the actual amount of fees paid by the Client to the Company.

Save to the extent expressly stated to the contrary in these terms and conditions, the Company will not be responsible for any losses or damages that are not a direct result of the Company's gross negligence or willful default.

**Applicable Law-** Clients' contracts with the Company are subject exclusively to and is governed by and constructed in accordance with the laws of the Republic of Ireland and are subject to the exclusive jurisdiction of the Republic of Ireland.