

Booking Terms and Conditions

1. Contract:

These conditions govern all bookings with Club Travel Ltd T/A Budgetair, Budget Travel, Destinations, Hotelinstyle, Australian Holidays, 1800Hotels, Caribbean Collection, Go South America, Escape2, Eurasia, Skyline or any other trading names (the Company), whose registered office is at 30 Lr Abbey St. Dublin 1, acting as your agent in the purchase of travel services from Airlines, Hotels, Tour Operators, Transfer Companies and other travel related suppliers. All Travel Arrangements the Company makes are either as (a) your booking agent where, your contract being is with the supplier(s) that is Individual Travel Arrangements or; (b) as an Agent of the supplier or the supplier of pre-arranged "Packages". (e.g. the airline or hotel supplier) concerned.as described below;

(a) Individual Travel Arrangements: Where the company acting on behalf of the consumer, contracts individual travel arrangements with airlines, accommodation providers, cruise and transfer providers and any other travel related suppliers.

(b) "Packages": A package is defined as a pre-arranged trip organised by the Company or a Tour Operator combining flights and accommodation/transfers that are sold at an inclusive price that is at least 24 hours or includes an overnight stay.

Any booking made or order placed by you, whether through the Company's website or otherwise, shall be deemed an offer by you to purchase the travel services offered by various suppliers subject to these booking conditions and it shall be at the Company's discretion to accept the offer; said acceptance shall be deemed to exist on dispatch of a confirmation invoice to the client by the Company.

No contract between you and the Company shall come into existence until the Company accepts full payment and issues a confirmation invoice. All contracts with the Company and all matters arising from them are subject to Irish law and to the exclusive jurisdiction of Irish courts. The person who makes the booking accepts these conditions on behalf of all members of the party and is responsible for all payment due from the party.

Booking services with the company are currently only available to persons who are at least 18 years old. By submitting a booking you warrant and confirm to us that you comply with those arrangements.

As we are acting only as a booking agent we have no liability for any of the travel arrangements and in particular any liability for any illness, personal injury, death or loss of any kind.

2. Payment by Credit / Debit card:

A deposit or full payment is required for all products at the time of booking. In the event that the Company is unable to obtain confirmation and cannot offer an alternative, a full refund will be issued.

Payment on booking requests made on the website can be made by credit cards Visa, MasterCard or Visa Debit. The Company reserves the right to charge you in addition for any handling fees incurred by us in relation to bookings made by credit charge card, these fees are currently 2%, and for Visa Debit a fee of EUR3 applies.

The Company will not accept responsibility for cash sent through the post. Taxes do fluctuate in line with exchange rates and will be recalculated on the day final balance payments are collected. You will be advised if additional monies are due.

In accordance with mail order regulations, all documents will be posted to the billing address of the credit card holder and not the address of the passenger (unless they are one and the same).

We strongly recommend that all documents be sent to you by registered Post or Courier Service to your home, office or departure airport for an additional fee. Documents can be mailed by First Class post, but the Company will not accept responsibility for documents mislaid or lost in the post. Lost or mislaid tickets may require full payment to be made again, pending a refund of the original documents. Refunds will not be paid to you until they have been received by the Company from the travel supplier. This usually takes 8-10 weeks but in some cases (e.g. lost tickets) may take considerably longer, i.e. up to 6 months. Any change or reissue fee levied by the Travel Supplier, will incur an additional €40 administration fee by the Company. Please note we can only accept credit cards for clients who have a billing address in Ireland and acceptance from Cards with billing address outside of Ireland is at the company's discretion.

3. Alterations and Cancellation by you:

(a) **Alteration:** Any alterations by you will be treated as a cancellation and rebooking and the cancellation charges set out in paragraph (b) below will be payable.

(b) **Cancellation:** You or any member of your party may cancel your booking at any time providing that the cancellation is made by the person making the booking and is communicated to us in writing. The minimum charges that will be applied are outlined below, and are based on the day the written cancellation is received and whether documents have been issued.

Holiday arrangements:

(i) Refunds

The amount returned by the Service Supplier for refund is subject to a 20% or €75 administration fee per service (whichever is greater in value) in addition to any cancellation fees charged by the supplier.

(ii) Travel Arrangements

Payment: Travel Arrangements must be paid for in full at least 12 weeks before the scheduled date of departure or if the contract is made later than 12 weeks before the scheduled date of departure, it must be paid for in full on the signing of the BOOKING FORM or acceptance of the offer.

Cancellation: Cancellation for Non-Payment. If the holiday is not paid for by the due date, the Company shall have the right to cancel the holiday. If the Company, at the request of the Consumer, agrees to delay cancellation of the holiday, then if the Company subsequently cancels for non-payment, the cancellation charges set out below shall apply and be payable by the Consumer. Because of the ever changing nature of supplier fare and rate structures and the increasing availability of instant purchase travel services with restricted conditions most of the services which we offer on behalf of the suppliers must be paid for in full at the time of booking. Such services are non-refundable and accordingly, cancellation of travel arrangements involving instant purchase and restricted conditioned fares or rates will incur supplier cancellation fees together with our standard cancellation charges as detailed below. All cancellation charges apply to each person covered by a booking. As cancellation cover applies immediately, any insurance premium paid is not refundable.

More than 12 weeks before the departure date any deposit paid shall be forfeited.

Within 12-8 weeks of departure 70% of the cost of the holiday is forfeited.

Within 8-4 weeks 80% of the cost of the holiday is forfeited.

Within 4 weeks of departure – 100% of the cost of the holiday is forfeited.

Please note that an Administration fee of €50 per person (€100 per family) applies on all cancellations.

Note: All airline tickets, particularly promotional fares, are payable in full on booking and are non-refundable regardless of the date OR reason for cancellation. In all cases, unused car rental portions or vouchers are non-refundable.

You will be notified on your confirmation invoice if different cancellation charges apply.

3. Alterations by the Company:

Although the Company makes every effort to ensure that published descriptions provided by suppliers are correct, it does not own or operate airlines and other suppliers and cannot control or prevent changes and differences to descriptions provided. In such cases the company as the agent of the consumer shall do all that is reasonably possible to rectify any changes. The Company reserves the right to change the description of any flight and/or ground service before you book, where such a change has been notified to the company by the supplier.

(a) Individual Travel Arrangements: Although under no obligation to do so, the Company will endeavour to notify all changes before departure if it is practicable to do so. (Please see section 13 Flights.) Alterations to bookings of this kind are infrequent. No compensation is payable by the Company in such cases however the company may acting on behalf of the customer endeavour to obtain compensation or refund should the Company deem such alteration to be a "major" change. A major change is one made before departure that involves a difference of more than 12 hours in departure from Ireland, change in your resort region overseas, or a change of accommodation to a lower classification than that booked. A minor change is any other change. Should a minor schedule change occur to your itinerary after full balance/ticket issue, on either the outbound, or return flights the relevant supplier's decision will be final.

(b) "Packages": Occasionally due to reasons beyond the Company's control, it may be necessary to amend the flights and/or other services which make up a package booking after it has been confirmed. Such changes are considered to be either "major" or "minor" as defined above.

Whilst the Company has the right to make a minor change at any time without notification, major changes will be advised as soon as is practicable offering you the choice of (a) accepting the amendment as notified (b) purchasing another arrangement from the Company with the price difference payable/refundable as appropriate (c) cancelling the arrangement(s). If you choose (c) all monies paid to the Company for the package will be refunded. In addition, you will receive the compensation listed below, except in cases of "force majeure" or "low bookings", as defined in Clause 6 below. You must inform the Company of your decision as soon as possible after receiving notification (and in any event within 7 days).

Period before scheduled departure within a major change is notified.

Compensation per person:

Over 56 days: NIL

56-29 days €25

28-15 days €40

14 days €50

Note: In all cases the Company's liability is limited to the rates of compensation listed above. No further claims will be accepted for costs or additional expenses incurred as a result.

5. Cancellation by the Company:

(a) Holiday arrangements excluding packages: In the unlikely event that a booking has to be cancelled a full and prompt refund will be made of all monies paid to the Company less any insurance premiums and amendment fees. No compensation is payable.

(b) Packages: The Company reserves the right to withdraw or cancel the service on offer. If the booking is cancelled before departure for any reason other than non-payment by you then you will be offered the choice of purchasing another arrangement from the Company, with the price difference payable/refundable as appropriate, or of receiving a full refund of all monies paid to the Company (except insurance premium and any amendment fees). In addition, unless the cancellation has been caused by "force majeure" or "low bookings" (defined in Clause 6 below) compensation will be paid on the scale set out in Clause 4 above. The Company will never cancel a package within 30 days of departure except for reasons of "force majeure" (see Clause 6).

6. Force Majeure/Low Bookings:

(a) "Force Majeure": includes war, threat of war, riot, civil disobedience or strife, industrial dispute, terrorist activity, natural or industrial disaster, fire, adverse weather conditions, level of water in rivers, technical or maintenance problems with transfer, unforeseen operational decisions of air carriers such as changes of schedule, or any unforeseeable or unavoidable event beyond the Company's control.

(b) "Low Bookings": is where the number of persons who have booked a particular arrangement is less than the minimum required to make it financially viable.

7. Pricing and Description Policy:

All fares displayed on the Company's websites are for information purposes only and are subject to alteration at any time prior to issue of a confirmation invoice, either due to error on the Company's part or unforeseen fare increases levied by the Travel Service Provider(s) in question. Whilst we have taken every due care and diligence with the production of our website and prices, there may be occasions beyond our control where certain facilities / room types are withdrawn by the accommodation providers. We will not be held responsible if for any reason these facilities / room types are withdrawn. No compensation is payable in the event of withdrawal of any facilities / room types.

All fares and other information displayed on our website are subject to availability and all booking requests will be subject to confirmation by a member of staff. Whilst we have taken every due care and diligence with the production of our website and fares, The company accepts no responsibility where the description of the Airline cabin (e.g. Economy, Premium Economy, Business, First) is either incorrect or describes only the majority of travel calculated by flight time, as these descriptions are provided by the supplier or third party booking systems.

In the event of a genuine website error or inaccuracy, we reserve the right to withdraw an offer immediately. The Company reserve the right to cancel all confirmed bookings that are subject to genuine website error or inaccuracy. In the event of such cancellation the Company's only liability shall be to refund the ticket price paid by the customer.

Once a confirmation invoice has been issued the price shown on that invoice may only vary as outlined below or if you amend your booking (see Clause 3).

(a) Holiday arrangements excluding packages: While every effort is made to avoid surcharges, the right is reserved to pass on any cost increase levied by the suppliers. No surcharge will ever be levied for air tickets after we have received full payment in cleared funds and tickets have been issued.

(b) "Packages": Prices may only be changed to reflect government action, increase in transportation costs (e.g. airfares and cost of fuel), changes in dues and taxes or fees payable for services (e.g. landing taxes or embarkation/disembarkation fees at ports and airports) or to reflect fluctuations in exchange rates. In all cases the Company will absorb an amount equivalent to 2% of the invoice price (excluding insurance premiums and amendment charges). Only amounts in excess of the 2% will be passed to you and should this figure exceed 10% of the invoice price due to the Company (excluding insurance premiums and amendment charges) you will be entitled to cancel the booking and receive a full refund of all monies paid (excluding insurance premiums and amendment charges). If you decide to cancel in these circumstances you must do so within 14 days of the issue date on the surcharge invoice. The Company will not impose any surcharge within 14 days of departure.

AIRLINE TICKETS - ONLINE SERVICE FEE

Sales amount excl. Taxes	SERVICE FEE
€0 - €349	€18
€350 - €499	€23
€500 - €599	€28
€600 - €999	€33
€1000	+ 3%+ €3

8. Responsibilities of the Company:

(a) Holiday arrangements excluding packages: In consideration of the fact that the Company acts only as a booking agent, the Company has no liability whatsoever for any aspect of the arrangements and, in particular, has no liability for any loss, personal injury or death however incurred. Any claim for damages for injury, illness or death arising from your stay in the accommodation, must be brought against the owner of the accommodation and will be under the jurisdiction of the law of the country in which the accommodation is based.

(b) "Packages": If any part of the package you book with the Company is not as described and does not reach a reasonable standard, or if you suffer personal injury, illness or death as a result of any improper performance by the Company of the obligations it owes to you under this contract, the Company will pay you reasonable compensation taking into account all relevant factors including the invoice price of your package, any steps it was reasonable for you to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the package. However, this acceptance of liabilities is subject to the following three qualifications:-

(I) The Company will not be liable to pay you any compensation if the deficiency, personal injury, illness or death concerned does not result from any fault on the part of the Company or its suppliers, but is caused by your own acts and/or omissions, by the acts and/or omissions of a third party (excluding one of the Company's suppliers) or by circumstances which neither the Company nor its suppliers could have anticipated or avoided even exercising all due care.

(II) The Company's liability to compensate you and the amount of compensation payable by the Company is limited in accordance with certain international conventions, the Warsaw Convention as amended the Hague Protocol 1955, the Berne Convention 1962, the Athens Convention 1974 and the Paris Convention 1962. Copies of these conventions are available from the Company upon written request but 28 days should be allowed for delivery.

(III) It is a condition of the payment of compensation to you pursuant to Clause 8 that you notify the Company of any complaint or claim strictly in accordance with Clause 9 below and, further, assign to the Company any rights you may have against any third party in connection with your claim. You must co-operate with the Company and the Company's insurers in this regard.

If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the package you have booked with the Company, the Company will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances and, where appropriate and at the Company's sole discretion, financial assistance up to a limit of €3,175 per confirmation invoice (not per member of your party). Any such financial assistance is for the sole purpose of taking legal proceedings against a third party responsible for your injury, death or other loss. Assistance must be requested within 90 days of the incident concerned and is repayable to the Company from any monies received from a third party or under any insurance policy.

Nothing in these conditions shall be deemed to exclude or restrict the Company's liability for death or personal injury caused by its negligence.

9. Your Responsibilities:

9. a. Persons with Special Needs

It shall be your responsibility to disclose to the Company any physical or mental condition of a member of his party which may be relevant. You are required to complete and return the Company's Special Needs Form detailing any special requirements which they may have as a consequence of any physical or mental condition. The Company cannot accept liability for the unsuitability of any holiday where the Consumer fails to complete and return the form. The Company reserves the right to decline to provide a holiday for a person with special needs where in the Company's opinion that holiday would be inconsistent with those special needs.

9. b. Documents

You are responsible for checking all travel documentation immediately it is received. If you consider any document to be incorrect or have a query in relation to its contents, you need to notify the Company of your concern and the Company shall respond as soon as possible.

9. c. Cancelled or delayed flights

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 HOLIDAY IS THE RESPONSIBILITY OF YOUR AIRLINE AND WILL NOT AUTOMATICALLY ENTITLE YOU TO REIMBURSEMENT OF THE COST OF YOUR HOLIDAY FROM US, and it will be your own responsibility to make claims under this regulation directly with the Airline concerned.

9. d. Complaints

If a problem occurs, whilst you are abroad, you must inform the relevant supplier (e.g. hotel, car rental company, airline) immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction, at the time, you must also contact the Company's Head Office in Dublin immediately by telephoning (353) (1) 5005555, so that the Company is given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write within 28 days of your return to the Company's customer relations manager quoting your original booking reference and giving all relevant information. Failure to take these steps will hinder the Company's ability to resolve the problem and/or investigate it fully and in consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

10. Passports, Visas and Health Requirements:

Some information about passport, visa and health requirements may be shown on your confirmation invoice. Clients not holding passports marked must check applicable requirements with their Embassy. Please check your visa requirements and note that many countries require that your passport is valid for six months beyond the period of your stay. Transit Visas may be required when changing flights by certain passport holders, you should check with the relevant Embassy if you are changing flights to/from your destination.

Requirements can change and it is your responsibility to ensure that you comply with applicable passport, visa and health requirements and take all necessary documents with you to gain access to any country or region to which you make travel arrangements. If you fail to do so, you will be solely responsible for any cost, loss or damage which you or the Company incurs as a result of your failure.

11. Behaviour:

It is your responsibility to ensure that you and the members of your party do not behave in a way which causes offence or danger to others or which risks damage to property belonging to others. In such circumstances all suppliers (e.g. hotel managers, airline pilots) and the Company have the right to terminate arrangements made on your behalf, in which case the Company's responsibility to you ceases immediately and there can be no refunds, no payment of compensation and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse the Company for any expenses whatsoever it incurs as a result of your behaviour.

12. Supplier's Conditions:

Please note that, as between you and any of the suppliers whose services form part of your booking, the suppliers' standard terms and conditions will apply. This is particularly important in the case of "Holiday arrangements excluding packages " where the company acts only as a booking agent between you and the relevant suppliers. The suppliers' standard conditions may limit or exclude liability, often in accordance with international conventions. Copies of these conditions may be requested in writing, but up to 28 days must be allowed for delivery.

13. Flights:

Please note that a flight described as "direct" will not necessarily be non-stop. All departure/arrival times are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. The Company is not liable if there is any change to a departure/ arrival time previously given to you or shown on your ticket. It is for this reason that all clients are advised to reconfirm their flights, with the airline, 72 hours prior to departure. The Company is also unable to make any special arrangements for you if you are delayed; these matters are in the sole discretion of the airline concerned. Your ticket is your document of travel and the information on the ticket is deemed correct unless advised by you within 72 hours of departure. All prices shown are subject to availability.

14. Special Requests:

If you have any special requests, these will be passed on to the relevant supplier but cannot be guaranteed by the Company.

15. Financial Security:

To ensure that you would be refunded and/or repatriated in the unlikely event of the Company's insolvency the Company is licensed and bonded – Licence Number TA0054. It is licensed by the Irish Department of Transport, Kildare St, Dublin 1. This ensures that monies paid to The Company are secure.

16. Departure Taxes:

It is not always possible to include all departure taxes on your ticket - in some cases departure taxes must be paid locally and these are payable to the Government of the country departed and are non-refundable.

17. Pre Travel Advice:

If you are unsure about conditions at your destination you should call the Department of Foreign Affairs, Stephens Green, Dublin 2 or visit their website <https://www.dfa.ie/travel/travel-advice/> or <https://www.gov.uk/foreign-travel-advice>.

18. Unaccompanied Children under 16:

Please note that rules and regulations for children travelling alone may vary by country, so please check the applicable regulations with the local country authorities. It is essential that you speak to one of our sales consultants for exact information on the airline your children are traveling on.

19. Delivery of Travel Documents:

For Package Holidays the Company recommends delivery of tickets by email however you should choose the postal delivery or collection a printing and administration charge will apply. For flight only bookings tickets will be posted to the billing address of the credit card holder. If you choose postal delivery, and tickets do not arrive before the departure date, The Company accepts no responsibility for any subsequent additional costs or charges required in order to enable you to travel.

20. Insurance:

We cannot recommend strongly enough the importance of taking out adequate travel insurance. Many principals require you to take out travel insurance as a condition of booking with them to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. Pre-existing medical conditions of all those on whose health your travel arrangements depend). If you do not disclose relevant information your insurance may not be effective. You must read your policy booklet thoroughly and if you are not satisfied with the cover you can apply for a refund with 7 days of purchase.

21. Accommodation:

Accommodation ratings

Hotels are generally ranked in Stars and Apartments and Aparthotels in Keys. Our accommodation ratings are a guide that rank properties according to quality and are intended to serve as guidelines for guests who are making reservations. While these ratings can be helpful when making a choice of properties, there is no standardized worldwide rating system.

For example, the standard of a 3 star hotel in Dublin is far different from a 3 Star in Rome as ratings are determined by local government agencies or independent organisations, and they vary greatly from country to country. In fact, ratings can also vary from city to city within the same country, and even between accommodations in the same city. In other words, there is no uniform measure that determines a properties rating. Even though star ratings can seem arbitrary, they can still be beneficial and can help to inform you about a property and assist you with your selection process.

National consumer travel organizations, travel websites, accommodation suppliers, the property and guidebooks assign ratings to hotels and apartments, but each one uses its own set of criteria to determine the rating. We use the rating provided by our accommodation suppliers who would contract with the hotel and these are what we provide as guidance. The Company will not amend, alter or refund any booking when requested by the customer, where the customer has found an alternative rating and request an upgrade, or refund or amendment as a result.

Hotel Facilities

Please read the description of the hotel for other hotel policies applicable to your stay. You must be at least 21 years of age to check in to Las Vegas hotels. Please note that the hotels booked by us for you are not exclusive to The Company. We are not responsible for any limitation in facilities because of other hotel guests or their activities. The Company does not take responsibility for hotel content (including images, facility listings, etc.) displayed on our website. Hotels may change facilities and property features without prior notice to The Company and it is the customers' responsibility to confirm facilities directly with the hotel at the time of travel.

Local Taxes not Included in Hotel Cost

Please note that there may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your hotel booking e.g. local taxes, sales tax etc. Any local taxes will be payable by you directly to the hotel at the time of check in / checkout.

Descriptions and Photographs

All pictures and descriptions are displayed in good faith. However in certain circumstances beyond our control accommodation descriptions may be affected, such as sea views, which may be obscured by greenery, such as trees. We try to maintain up to date information on any changes and therefore all details printed should be regarded for general information only. Accommodation categories and star ratings shown on the website are provided by the accommodation, however standards can vary between accommodations of the same class in different countries, it is therefore important that the accommodation details are read in full.

Accommodation

All accommodation is reserved exclusively for use by the person named as the lead passenger plus the total number of passengers, whether adults or children, as shown on the Invoice / Accommodation Voucher. Unauthorised occupancy may result in the accommodation refusing occupation with immediate cancellation and loss of all monies paid. Most accommodation is sold on a twin/double room basis; however most properties have more twin rooms than doubles. If a double bed is requested please be aware that this may be two single beds pushed together. Additional beds for triple/quad rooms could either be a pull out sofa bed, foldable bed, rollaway beds, or bunk beds. Self-Catering properties usually do not offer a choice of bed type. Some properties impose a minimum number of nights per stay and bookings may incur a surcharge if less than the minimum period allowed. The maximum number and age of occupants of a room is determined by the Accommodation Provider and The Company shall have no liability in the event the customer is not satisfied with the room size, room layout or bed configuration. Should the customer wish to complain to the Company, please refer to paragraph 9?

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