

T&Cs

Introduction

Our Terms and Conditions are designed to respond to the various scenarios that might occur before, during, or after a trip. It helps us provide outstanding services by setting simple rules that will be fair to our clients and to our business.

The main points to note are:

- **We can organise almost any variation of Camino trip with our extensive database of accommodations, drivers, and other service providers**
- **We always provide the best available accommodation linked to the appropriate package**
- **We will help you customise your holiday prior to making your reservation (fees may apply)**
- **If a change (such as a change of date) is made by the Customer after the booking has been made, change fees will apply (see below)**
- **If a problem occurs during your holiday, we will do our utmost to solve it as quickly and as best we can. No refund higher than the price of the service in question can be asked of us**
- **When booked, the luggage transfer includes 1 piece of luggage per person:**
 - **20kg maximum per person/bag on trips in Spain, Portugal and Italy**
 - **13kg maximum per person/bag in France**
 - **Additional bags can be purchased for €10 per bag/walking section (€20 for regular cycling sections)****This is to ensure transporters meet the local legislation and labour agreements. If the weight is above that, the weight will have to be split into another bag and an extra**

bag paid for. An extra bag will be charged at a rate of €10 per day and per extra bag (€20 for cyclists) for Camino trips. Prices may vary on other trips. These limits may vary from your airline's ones. This is because on a walking holiday your bag will be handled at each transfer and heavier bags are much harder to handle between vehicles and hotel receptions. This extra handling also means there is an increased chance of damage to handles, wheels, or other issues

In these Booking Conditions, the word 'Company' means the entity who arranges your transport, accommodation, etc. and who offers it as a holiday. The 'Company' Flexi Trip is part of One Foot Abroad Ltd (registered in Ireland 460717).

'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. The 'Retailer' is the person who sells the holiday to you; they are not responsible for organising the accommodation or other component parts of this holiday.

For contextual temporary terms and conditions adjustments such as Covid-19, please visit our [contextual temporary terms](#) webpage. The company reserves the rights to amend, change, or remove these contextual temporary terms at any time.

The contract

(a) A contract shall arise when the Consumer makes a Booking via the Company's Booking Process (online, on the phone, or in person). This Booking Process is complete once the Customer has submitted a payment (partial or full) to the Company and agreed on its Terms and Conditions. The terms of the contract are contained solely in the Booking's quote and confirmation. All other product information on the Company's various communication materials (websites, ads, brochures, and other media) are for information purposes only.

(b) The Company reserves the right to terminate the contract with the Consumer if the behaviour or conduct of the Consumer or any person listed on their Booking Form either prior to or during a holiday is likely to endanger the safety or well-being of other Consumers in their company or that of the Consumer themselves, or that of the Company's representatives, contractors, agents or employees, and the cancellation charges as provided for in Clause 3 of this Booking Process are payable by the Consumer, whereas a result of the Consumer's actions or the actions of any other person who is listed on their Booking Form, either or both of the following incidents occur:

(i) there is a delay or diversion to the means of transportation of the subject of this contract;

(ii) the accommodation in which the Consumer is staying is damaged;

In either or both of these situations, the Consumer hereby agrees to indemnify the Company against any claim (including legal cost) made against the Company in relation to the occurrence of such incidents.

Unaccompanied minors

Follow the Camino cannot sell travel packages to anyone under the age of 18. The Company also cannot organise trips for unaccompanied minors (anyone under 18) and all minors on a Follow the Camino trip must be travelling with an adult (parent or other guardian). This adult is responsible for the safety and wellbeing of any minors they are accompanying at all times and The Company bears no additional responsibilities for children travelling with us beyond natural operational obligations to all our clients.

Follow the Camino cannot provide an escort or special facilities to accommodate unaccompanied minors. Accompanied minors will need to pay a full fare and are afforded a full baggage allowance.

Children with separate travel reservations made through Follow the Camino will have to be linked to the reservation of the adult (parent or legal guardian) responsible for the safety and wellbeing of that

minor. You can link separate bookings made for children up to 15 days before the scheduled departure date. Linking bookings incurs a fee of €40 per room per section. If you do not follow the above procedure for linking bookings, the minor will not be allowed to travel with The Company.

Follow the Camino must be made aware before any bookings are made of the existence of minors within the travelling party. Full cancellation fees will apply if clients have hidden or not made The Company aware of the existence of unaccompanied children on any booking before the travel date or during the trip.

Fitness and disabled persons

It is the Consumer's responsibility to ensure they have a level of fitness appropriate to complete the holiday safely. For that, the Company provides detailed information with regard to stage length, ascents, and descents on each product webpage. This information is representative and is given in good faith. If the Consumer is unable to follow the route as designed and agreed between the quote and Booking Process, any change and/or extra cost incurred by the Consumer to complete the daily stage will be the responsibility of the Consumer.

If the Consumer decides to make alternative arrangements than those booked with the Agency, the Agency should not be responsible for any cost and normal Cancellation/Change fees apply.

It shall be the Consumer's responsibility to disclose to the Company any physical or mental condition of a member of their party which may be relevant. The Company reserves the right to decline or provide a holiday for a differently abled person where, in the Company's opinion, that holiday would be inconsistent with the needs of the person in question.

Cancellation

(a) To secure a holiday, the Consumer must pay a **non-refundable deposit equal to 20%** of the value of the land components of the holiday package for their party at the time of booking. If flights are purchased by the Company on behalf of the Consumer, the cost of flight tickets are in addition to the deposit amount, with cancellation terms dictated by airline policies.

The holiday must be paid for in full **at least 60 days** before the starting date of the holiday. If it is not paid by that date, the Company shall have the option to cancel the holiday.

If the Company exercises that option or if the Consumer cancels the holiday (in which case cancellation must be notified in writing to the Company), the following cancellation charges are payable by the Consumer:

Table of Cancellation Charges – The following charges which are expressed as a percentage of the holiday cost will be made:

* More than 60 days before the starting date of the holiday: **the deposit**

* 15 days or more before the starting date of the holiday: **50% of the holiday cost**

* 14 days or less before the starting date of the holiday: **100% of holiday cost**

Two examples to explain the charges:

- *A trip booked for May 15 has been fully paid at the cost of €100. The Consumer cancels the holiday on May 1, 15 days or more before the start of the holiday. The consumer will receive a refund of 50% of the holiday cost (€50).*
- *A trip booked for May 15 has been fully paid at the cost of €100. The Consumer cancels the trip on May 2 or on a later date, 14 days or less before the start of the holiday, there will be no refund. The Company retains 100% of the holiday cost.*

Cancellation charges are in place in order to guarantee the Company's input in planning a holiday for a party is covered and that the Company does not end up at loss from such Consumer's decisions. The Company's costs are not only made of supplier

payments but general overheads for the planning and booking period, other general overheads of the business, and some suppliers costs.

If a booking is cancelled and the consumer wishes to change the booking for a different date, the Company will charge the normal Change Fee. This new reservation should be made for the same calendar year, otherwise the cancellation policy applies. In case of split booking or change of trip/destination, administration fees may apply.

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Substitution

Where the Consumer is prevented from proceeding with the holiday, they may transfer their booking to a person who satisfies all the conditions required, having first given the Company or the Retailer reasonable notice in writing of their 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 this Consumer must sign a Booking Form and comply with any other requirements of the Company applicable to the holiday.

(b) A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to the Company or Retailer for the payment of any balance due in respect of the holiday and for a substitution fee of €30 per person substituted, subject to a maximum of €120 per booking (or such other greater sum as may be authorised).

(c) 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 Company and for which the Company shall not be held liable. The Consumer transferring the holiday and the transferee are both liable for these cancellation fees.

Holiday participation

The Consumer agrees to accept the authority and decisions of the Company's employees, representatives, tour leaders, and agents during the full duration of the holiday, starting on the first day and finishing on the last day of the holiday. If in the opinion of such persons the health, level of fitness, or conduct of a Consumer at any time before or after departure appears likely to endanger the safe, comfortable, or happy progress of a holiday, the Consumer may be excluded from all or part of the holiday without refund or recompense.

In the case of ill-health, the Company may make such arrangements as it sees fit and recover the costs thereof from the Consumer. If a Consumer commits an illegal act, the Consumer may be excluded from the holiday and the Company shall cease to have a responsibility to/for them. If you have or develop a condition, medical or otherwise, that might affect you or other people's enjoyment or active participation in the tour, you must advise us at the time of booking. No refund will be given for any unused services.

Private transfers

The Consumer must be at the meeting point at the agreed time. No refund is allowed in case the Consumer or another passenger on whose behalf the Consumer placed the booking does not show up at an agreed place of the Transfer at the pick-up time nor within 15 minutes after such time (30 minutes if the agreed place for the Transfer is an airport). As soon as you are aware of a delay in your arrival at your agreed place of Transfer you must notify the Company so that, if practical, the Company can facilitate the change.

If your Transfer is at an airport and you will be arriving more than 30 minutes after your agreed pick-up time due to a last-minute flight delay or cancellation, this will be taken as a cancellation of the service and no refund will be given. If practical, we will assist with re-booking this service. If you know more than 24 hours in advance

of a transfer that you will be delayed or the flight time has changed, you must advise the Company so we can reschedule the transfer pick-up time.

Luggage transfer

Bags must be left at reception by 8am for collection. Please attach the luggage tag provided with your name and booking reference to aid the identification of each bag that needs to be transported. It is your responsibility to identify your bags for transfer with a luggage tag with your name and booking reference.

Do not attach extra small bags to the main luggage to be transferred. The luggage transferer and the Company will not take responsibility for such items. If additional bags need to be transferred you must notify the Company in advance so the appropriate charges can be applied and the transporter advised of these additional bags to be collected. Failure to notify of extra bags to be transferred can result in these bags not being transferred and you would then be responsible for collecting the bag from the location where you left it.

The Company cannot be responsible for damage made from our luggage transporter that is: superficial or external including damage done to wheels, zips and handles; due to over-packing; from water, rain or snow; or caused by fragile or perishable items which haven't been adequately protected inside the luggage. If you have travel or baggage insurance you **will be able to claim for damage, delay or loss of your luggage.**

Transfers reservation wait time and cancellation policy

For consumers who have booked transfer services through our platform, the following are the policies concerning reservation wait times and cancellations:

Transfer Wait Time:

A waiting period of up to 30 minutes is considered reasonable for our transfer services. If consumers do not arrive within this timeframe, the service will be deemed cancelled.

Cancellation Policy:

The 30-minute wait time is a grace period, and after this period, the transfer service is considered cancelled. No refunds or vouchers will be issued for cancellations due to late arrival.

Claims and Responsibility:

Any claims related to delays or missed transfers should be directed to the Consumer's airline or their travel insurance provider. We do not assume responsibility for missed connections or any associated inconveniences.

By booking transfer services through our platform, the Consumer acknowledges and accepts these specific terms and conditions. It is the Consumer's responsibility to be punctual and address any issues arising from missed transfers with their airline or travel insurance.

Alteration by the consumer – change

If after deposit is paid the Consumer wishes to alter a holiday, the Company may at its discretion and if practical facilitate the change. A request for alteration must be in writing and must be accompanied by a change fee payment of €40 every time a change is made in the booking, of which payment is not refundable.

Change Fee €40 per person:

- Every time a change is made
- Applied to each section of a trip (Walking Section 1 and 2 of the Camino Frances (French Way) incur €40 x 2 change fee)

Change Fee €20 per person for Hostel bookings.

No changes are permitted within 14 days of departure. If the alteration is impractical, the original holiday arrangement shall

continue to apply. If only some of the Consumer's booked request is 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 Company's written confirmation of such change. If a default is made by the Consumer in complying with the foregoing requirements, the Company shall have the rights referred to in the cancellation clause.

The new reservation date must be confirmed to the Company within 24 hours of the Consumer's notification of change. This new reservation should be made for the same calendar year otherwise the cancellation policy applies.

If the Consumer decides to make alternative arrangements than those booked with the Company, the Company should not be responsible for any cost and normal Cancellation/Change Fees apply. The Company will not be making any refund on part or all services the Consumer did not use.

For groups of 5 or more rooms, no changes are permitted within 30 days of departure.

No changes are permitted on **budget packages**.

Special requests

(a) Special requests (such as ground floor accommodation, room with a sea view, etc.) shall be communicated by the Consumer in writing to the Company or Retailer before or at the time of making the booking. The Company shall use reasonable endeavours to fulfil such requests. The Company shall invoice any additional costs directly engendered. The Company 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 Company for failure to comply with a special request which has not been confirmed to it in writing.

(b) Special requests communicated after the Booking Process has been completed will incur a change/administration fee. This fee will be charged for each request.

(c) We recognise that people may have specific dietary requirements and that for health or other reasons these vary greatly. We can, however, only request dietary requirements to our suppliers for the following diets:

- Diabetic Suitable for reduced sugar, hyperglycemic, hypoglycemic and carbohydrate controlled meal requests.
- Gluten Intolerant/Celiac also known as low gliadin, non-tropical sprue, Celiac disease, low wheat, wheat free, gluten restricted diet. A Gluten Intolerant Meal eliminates all foods prepared with wheat, rye, barley and oats.
- Vegetarian, no meat and no fish. Nuts may be used as a protein substitute.

Meals Included – Where accommodation is booked on a Bed & Breakfast basis the only meal included here is breakfast. The time and food available will be at the discretion of the accommodation. Half Board is where Breakfast and Dinner are included where stated on your itinerary. The time and food available will be at the discretion of the accommodation/service provider. Dinner when pre-booked is a set menu.

Drinks are not included as part of the set menu, however, it is at the discretion of the accommodation/service provider to include drinks for no additional charge. Always check at the start of your meal if drinks are included, and be sure to pay before leaving for any drinks ordered that are not included as part of the set menu.

Accommodation on request

Where special accommodation is requested by the Consumer after the booking has been confirmed by the Company, an additional administration charge of €25 will be payable by the Consumer for every 7 night–period holiday. The Company shall also invoice any additional costs directly engendered. The Company 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 Company for failure to comply with a special request which has not been confirmed to it in writing.

Alterations by the company

(a) The Company 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 this clause), the Company 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 the said curtailment alteration, extension or cancellation of the holiday.

(c) Unless differently stated in some walking holidays, a minimum number of persons sharing are always required to ensure the price of a holiday remains the same as is printed in our price panels, and a minimum number of bookings are required for any program of holidays. In its published information relating to that program, the Company's obligation to provide that program shall be contingent upon the Company's receiving and maintaining that minimum number of bookings. In the event that the Company does not receive the minimum number of bookings or, having received such a minimum number, has that number reduced by reason of cancellations or transfers by Consumers or otherwise, the Company shall be entitled to cancel or curtail this relevant program 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 Company shall notify the Consumer within 7 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 of resort or in the type of accommodation offered or some other change which fundamentally alters the holiday, the Company shall, if practicable, offer an alternative comparable holiday, a lower grade holiday, with reimbursement of the price difference or a full refund to the Consumer of all monies paid. Unless within 7 days of issue of the offer of an alternative holiday it is accepted by the Consumer in

writing, the Company shall assume that the Consumer has declined such offer and will be reimbursed.

(e) Where the Company makes an alteration in the holiday as contemplated in subparagraph (d) of this clause, the Consumer shall be entitled to receive compensation in accordance with the scale set out in this subparagraph. No compensation shall be payable where the alteration is for the reasons referred to in subparagraphs (b) or (c) of this clause or where the Consumer accepts the alteration as provided for any in clause (d):

Departure date Compensation per person:

*Within 8 weeks €13

*Within 6 weeks €19

*Within 4 weeks €25

*Within 2 weeks €38

(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 that are not within the control of the Company and for which the Company shall not be held liable. In the Booking Form this term 'force majeure' means unusual and unforeseeable circumstances beyond the control of the Company, the Retailer or other suppliers of services, the consequence of which could not have been avoided even if all due care had been exercised or an event which the Company, 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; 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 supplier connected with a holiday; fraud perpetrated against the Company; or any other reason beyond the control of the Company.

Insurance

Although not compulsory, the Company strongly recommends its Customers purchase a travel insurance package covering the following: holiday cancellation, luggage loss and theft, personal and third party injuries, and repatriation. The Company does not in any circumstances take responsibility for the previously mentioned.

If, for whatever reason, you need to curtail your trip, you and your travel insurance only will be liable for any fees and loss incurred. If you have not taken out any travel insurance and cannot travel, we cannot refund you or change your booking beyond the terms described here.

During these stressful circumstances, the threat of posts on social media and legal action are not necessary – we as a company have done our utmost to ensure the smooth running of your trip, and cannot be held responsible for unforeseen circumstances in which you have purchased adequate cover through your insurer. Unfortunately, if this is the case, you are solely responsible for any loss and damages incurred by the various travel curtailment, flight delays, and other issues that may arise.

The Company may offer third party travel insurance packages. These insurances are made between each specific Third Party Insurance Company and the Consumer. The Company is not responsible for any claim, liability, or complaint made under these policies. The Consumer is responsible for reading the provided terms of the contract to the Company. The Company shall not be deemed responsible if the Consumer is not aware of the specific Terms and Conditions, either by not reading the provided Terms and Conditions or for any other reason. The Company will make these Terms and Conditions available to the Consumer in writing via a specific document, webpage link, or any other reasonable means.

Price variation

(a) All prices quoted are stated in Euros (€) and are based on tariffs and exchange rates current and appropriate at the time of publication.

(b) The holiday price is subject to surcharges on the following items: government action and currency fluctuation and, even in this case, the Company absorbs an amount equivalent to 2% of the holiday price (which excludes insurance premiums and any amendment charges). Only amounts in excess of this 2% will be surcharged. If this results in an increase of the holiday price of more than 10%, the customer will be entitled to cancel the holiday and a full refund of all the money paid less any premium paid to the Company for holiday insurance and amendment charges. The right to cancel must be exercised within 14 days from the issue date printed on the invoice.

Returning customer discount

The return customer discount of 10% is applicable to eligible bookings made by customers who have previously travelled with us. However, there are certain conditions associated with this discount:

(a) The return customer discount does not apply to any Budget / Hostel packages. These packages are already advantageously priced, and as such additional discounts cannot be applied.

(b) The return customer discount cannot be used in combination with any other discounts or promotional offers.

Black Friday deal

Please note that the '50% off' promotion mentioned in our Black Friday offer was applicable only to gift vouchers with a **maximum value of €200**, and it **cannot** be combined with any other ongoing promotions or discounts. Other terms and conditions may apply:

(a) Only **1** Gift Voucher per booking.

(b) Vouchers are only applicable on new bookings

(c) Gift Voucher can be used for One Foot Abroad and Follow the Camino.

(d) Complimentary Dinners, for up to 4 people, on one night along the route. To be set by Follow the Camino once the route is defined.

(e) Limited to availability. No expiry date.

Consumer responsibilities

(a) The Consumer shall check all travel documents immediately after it is furnished to them. If the Consumer considers any document is incorrect or has a query in relation to its contents, they shall forthwith notify the Retailer or the Company of their concern and the Company shall respond as soon as possible.

(b) The Consumer is solely responsible for ensuring that they present themselves at all the meeting points of their holiday mentioned in the travel documentation provided to them by the Company. If the Consumer arrives after the departing time stipulated in the travel documentation provided to the Consumer, the Company 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 the regulation of carriers and executive authority with regard to the weight, type and contents of baggage which they may take on board the craft and/or vehicles that will be used in connection with the holidays. The Consumer shall be responsible for ascertaining any limitations which apply in this regard and shall not present themselves at the port of embarkation with any prohibited item in their luggage or on their person or with items which exceed weight or dimension restrictions applicable.

(d) This Consumer hereby agrees that they shall abide by all instructions or directions given by a member of the Company's staff or any crew member of a carrier's craft or vehicle used in connection with the holiday and hereby agrees to indemnify the Company 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 direction or instruction.

Online accuracy and consumer information

We have taken great care to ensure that all the information contained on this website is accurate and correct. No details have been wilfully misrepresented and, whilst every effort has been made to be completely factual and accurate, there may be circumstances beyond our control where details have changed since our original descriptions were agreed.

Much of the information is planned many months in advance; however, if at any stage we are informed of changes or alterations to properties, we will pass these changes to you as soon as is practicable. Generic photographs contained on this website do not necessarily absolutely represent the particular accommodations, trail landscape, or amenities linked to accommodation (or the actual hotel room, apartment, layout, decor, view etc. you might occupy or experience). They are, however, absolutely representative of the general route chosen.

Sometimes, especially in low season months, facilities in some properties or resorts may close down or operate at certain times only. Equally, repairs may need to be carried out or maintenance work becomes necessary. Such matters are wholly beyond the control of Follow The Camino and no liability shall attach to us for any disappointment or diminution of enjoyment caused as a result.

Complaints

(a) Without prejudice to the Consumer's rights to make a complaint in relation to a holiday, they must immediately inform the Company's representative at the location where the Consumer is or by contacting the Dublin office of Follow the Camino on the telephone numbers or email addresses provided when the complaint arises and shall, if the Company requires it, complete a form setting out the detail of this Consumer's complaint. If the Consumer fails to comply with such a requirement, the Company shall be entitled to recover the cost from the Consumer of any

additional expenses 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 Company in writing of any complaint not later than 28 days after their return to the port of departure or termination of the holiday, whichever is earlier. The Company can be contacted at: The Tara Building – Shared Office, 11-15 Tara Street, D02 RY83 – Dublin 2, Ireland.

Liability

The Company 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 Company or Retailer acting on the Company's behalf nor to that of another supplier of services:

(a) The failures which occur in the performance of the contract are attributable to the Consumer;

(b) Such failures are attributable to any third parties unconnected with the provision of the services contracted for with whom the Consumer makes individual direct arrangements whether as a result of the Company's or its representatives' recommendations and are unforeseeable or unavoidable; or

(c) Such failures are due to:

1. i) Unusual and unforeseeable circumstances beyond the control of the Company, the Retailer acting on its behalf, or other suppliers of services the consequences of which could not have been avoided even if all due care had been exercised; or
2. ii) An event which the Company, the Retailer acting on its behalf or the supplier of services, even with all 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 wilful misconduct or gross negligence of the Company,

the amount of compensation which will be paid to the Consumer will be limited to, in the case of an adult, an amount equal to double the inclusive price of the package to the adult concerned and, in the case of a minor, an amount equal to the inclusive price of the package to this minor concerned. The Company'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.

(d) The customer must appreciate that, in certain countries, services in hotels, hostels and guest houses, and in restaurants cannot be expected to be of the same standard as those in the Consumer's country of origin and the term 'reasonable standard' must be interpreted accordingly.

(e) We endeavour to make each holiday flawless. Our holidays are very complex and require the combination of numerous suppliers and services every day. On the rare occasion that a service included in a holiday purchased by the Consumer is not provided during the holiday, the Company will refund the usual cost of that service or the amount paid by the consumer for a replacement service of the same standard, on the production of a receipt and within reason.

Arbitration

Any dispute or difference of any kind whatsoever which arises or occurs between any of the parties hereto in relation to anything 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.

If there is a dispute which cannot be mutually agreed, either party may apply directly to the Institute at 8 Merrion Square, Dublin 2, Ireland for the form Request for Appointment of Arbitrator. This form sets out the information to be submitted: names and addresses of the parties concerned, copies of the booking form and conditions (including the arbitration clause), details of any legal or other people

who are to represent the parties in the arbitration and an administration fee of €50 (an administration fee of €127 is payable in respect of Personal Injuries claims in excess of €9,523).

This form refers to the Institute's Arbitration Rules which will apply to this arbitration and which have briefly summarised as follows (copies of the Rules and the accompanying Guidance Notes on Arbitration are available from the Institute at a cost of €6 per set).