

These conditions are for the protection, consideration and information of all parties. Ireland Walk Hike Bike Ltd (“the Company”), accepts bookings subject to the following Terms & Conditions:

1. The contract is between the Company and the client, being any person travelling or intending to travel on a tour/ holiday operated by the company. The contract, including all matters arising from it, is subject to Irish law and the exclusive jurisdiction of the Irish courts. A booking is accepted and becomes definite only from the date when the company sends a confirmation. It is at this point that a contract between the company and the client comes into existence. Before your booking is confirmed and comes into existence the company reserves the right to increase or decrease published prices. The company or their agents reserve the right to decline any booking at their discretion.
2. To secure a booking the Company or their agent requires a completed Booking Form and the necessary deposit. (Full payment if travel is within 30 days). The first named client must be over 18 years of age. Clients booking by telephone, by website/E-mail or fax will be deemed to have signed the Booking Form and read and accepted our Booking Conditions. The person signing, or being deemed to sign, the Booking Form warrants that he/she has full authority to do so on behalf of all persons whose names appear thereon, and confirms that all such persons are fully aware of and accept these Conditions. Please note that your deposit is non-refundable.
3. The balance of all monies due, including any surcharges applicable at the time, must be paid to the company or their agents not later than 56 days before departure. In the case of non-payment of the balance by the due date the Company reserves the right to cancel your booking and cancellation charges will apply. If any payment is dishonoured, we reserve the right to charge €45 per person to cover administration costs.
4. Travel Insurance is recommended for all clients whilst on a tour/ holiday organised by the Company. Clients are wholly responsible for arranging their own insurance.
5. An administration fee of €45 per person per Booking plus any additional costs incurred will be charged if a confirmed Booking is changed or transferred to a different departure date or tour, up to 5 days prior to departure. Thereafter all changes will be subject to an €80 per person charge per attempt of change regardless of whether we can fulfil the required change or not. Changes are subject to availability. For an administration fee of €45 you may request a credit voucher in place of your planned tour. This must be redeemed within 12 months of issue and must be used against a new Booking. The voucher is non-transferable and cannot be exchanged for cash. In certain circumstances, which the Company considers reasonable, the booking may be transferred to another suitable person; however, the tour arrangements must remain the same and will only be allowed if all suppliers agree to accept the name change. If a transfer is allowed an administration charge of €45 per person will be charged plus any extra charges levied by suppliers.

6. Should you need to cancel, cancellation charges will be imposed. These are calculated from the day written notification is received by the company or our agent as a percentage of the total tour price, including surcharges as follows:

More than 28 days from start date: Deposit only (plus any payment fees incurred if a refund of balancing payment is required)

- 14 to 28 days from start date: 50%
- 14 days to departure day: Nil Refund

ALL CANCELLATIONS MUST BE IN WRITING BY POST OR E-MAIL.

7. Clients are responsible for arranging, and must be in possession of, a valid passport and any visas and vaccination certificates required for the duration of their journey. Information about these matters or related items (climate, clothing, baggage, personal items etc) is given in good faith but without responsibility on the part of the Company.

8. Should the client have a reason to complain, you must immediately notify our representative and the relevant supplier. If the client's complaint is not dealt with satisfactorily at the time, they must write to us with full details of the complaint within 14 days of the end of the tour. Failure to notify complaints entirely within accordance of this clause will diminish or extinguish the client's ability to claim compensation.

9. The company provides all services on a "ground only" basis. The client is responsible for arranging their own travel to the designated start points of each tour. The company cannot accept any liability for any delay/cancellation in your transportation and cannot offer any refunds for lost holiday time.

10. On a Walk, Hike or Bike tour/ holiday with the Company – clients agree to accept the authority and decisions of the Company's employees, tour leaders and agents whilst on the tour/ holiday with the Company. If in the opinion of such persons the health, level of fitness or conduct of a client at any time before or after departure appears likely to endanger the safe, comfortable or happy progress of a tour the client may be excluded from all or part of the tour 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 client. If a client commits an illegal act the client may be excluded from the tour and the Company shall cease to have responsibility to/for them. If you are affected by a condition, medical or otherwise, that might affect you or affect other people's enjoyment or active participation of the tour, you must advise us at the time of booking. No refund will be given for any unused services.

11. The Company will use its best endeavours to operate all tours as advertised. However, it reserves the right to change any of the facilities, services, prices or itineraries described in our brochure/website. If a major change is necessary or deemed advisable, the company will advise the client as soon as reasonably possible, if there is no time before departure. A major change does not apply to a change of transport or named accommodation, but is usually considered a major change in itinerary or change in duration of a client's holiday. If advised of a major change before departure, the client will have the choice of accepting changes (at additional cost if applicable), purchasing another available tour from the company, or cancelling the tour with a full refund.

12. Force Majeure. We regret we cannot accept liability where the performance or prompt performance of our contractual obligations is prevented or affected by reasons of circumstance amounting to "force majeure". In these conditions "force majeure" means any event which we the supplier of services in question could not, even with all due care, foresee

or avoid. Such events include war or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, epidemics or health risks and all similar events outside our control.

13. The Company reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 8 weeks before departure except for "force majeure", consolidation, or the client's failure to pay the final balance. Unless the client fails to pay the final balance, the Company, upon cancellation will return all monies paid to it, or offer the client an alternative holiday of comparable standard if available (if less expensive than original we will refund the difference, if more expensive, the client will have to pay the difference). Compensation will not be payable

(1) where the Company is forced to cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) where an insufficient number of people book the clients chosen holiday and we notify we are cancelling for this reason not less than 28 days before departure. In all cases our liability is limited to offering the above choices set out in clause

15. We cannot be held responsible for any costs or expenses you may have as a result of cancellation.

16. Client's bookings are accepted on the understanding that they appreciate the risks inherent in adventure travel and that they undertake the tours featured in our programme at their own volition. Our obligations, and those of any suppliers providing any service or facility involved in any travel arrangements you book with us, are to provide services and facilities with reasonable care and skill. Facilities will be provided to the realistic minimum standard recommended by the regulatory authorities responsible.

17. Bike Hire: The equipment including all accessories supplied is let out on hire. The equipment remains the property of the Company and the Client will not sell, hire out or otherwise part with the possessions thereof. The Client undertakes not to misuse the equipment and to return it with all accessories in the same condition as when received (ordinary wear and tear accepted). The Company shall be entitled to charge the client for any damages caused to equipment during the period of hire. In event of a breakdown, other than a result of the Clients misuse, the company will use its best endeavours to repair or procure repair of the equipment. The company will not be liable for any damage or loss whatsoever, through breakdown or other defect in the equipment or other circumstances beyond the company's control. The Client shall indemnify the company with respect to all costs, claims, expenses and demands suffered or incurred which arise directly or indirectly out of the use of the equipment during the period of hire. The company reserves the right to charge the client for partial or full settlement of any claim. In the event of the equipment being stolen or lost, the Company reserves the right to call upon the client to indemnify the Company the replacement of the equipment. However, should the equipment subsequently be returned in a satisfactory condition, the Company undertakes to refund the clients indemnity within 28 days. The Client will ensure that the equipment is adequately secured when not in use, will not use the equipment whilst under the influence of Alcohol or drugs and will immediately notify the company in the event of breakdown or loss of equipment.

18. Clients bringing their own bikes do so on the proviso that their equipment is in a suitable condition for participation on their chosen tour. Responsibility for maintenance of bicycles brought by clients rests with the client.

19. Equipment – The Company issue all clients or their suppliers with a recommended equipment/packing list. Some items are essential for the safety and comfort of your holiday. The Company reserves the right to refuse a client on any tour if his/her general equipment is not suitable and safe. We cannot take responsibility for ill-equipped clients – neither is it fair on the other members of the clients holiday group.

20. Individual Travellers – The Company welcomes individual holidaymakers and there is no supplement for those willing to share a two-bedded room with someone of the same sex. We will do our best to book twin-bedded rooms for the singles who are prepared to share. In the event of the Company not being able to book a twin share, we reserve the right to charge a single supplement. Please note also that there are only a limited number of single rooms available, especially during high season and we cannot guarantee en-suite facilities at all times.

21. Arrival/Departure – On clients' arrival day (unless prior arrangement has been made) we will assume you will make your own way to the first accommodation by 18.00hrs at the latest. If clients are delayed – they should make contact with the Company as soon as possible on the 24 hour phone number or the office phone number. It is a huge advantage if we receive your full arrival/departure details at least 2 weeks before your tour starts. This makes for a much easier start to your trip We strongly advise against early departure flights, as it may not be possible to get to the airport on time relying on public transport.

PLEASE NOTE: Should you require us to book your train or bus transfers to/from the start/end of your holiday location – we will happily do so & will add €12.50 to your final invoice to cover our administration costs for this service.

22. Luggage/Suit Cases – the Company would ask that clients keep luggage to a reasonable minimum. Please bring only what you feel you will use/need during your tour/ holiday with us. Clients should be able to lift their own luggage where applicable. Give consideration to the person you share a room with and the Guide/Driver that has to transport the luggage – remember many of the accommodations you stay in are family run homes, and space for extra baggage is limited. Should you be unfortunate enough to lose your luggage in transit to Ireland or suffer the loss of any other personal items during your holiday, you are personally responsible for any additional costs incurred in the recovery of same.