

Rachel's Irish Adventures – Terms & conditions

Rachel's Irish Adventures ("the sole-trader business") accepts bookings subject to the following conditions:

1. Contract

The contract is between the Business and the client, being any person travelling or intending to travel on a tour 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 brochure prices. The business or their agents reserve the right to decline any booking at their discretion.

2. Secure a booking

To secure a booking the Business requires a completed booking form and the non-refundable deposit of 25%. (Full payment if travel within 60 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 terms of booking. 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. The balance of all monies due, including any surcharges applicable at the time, must be paid to the Business not later than 60 days before departure. In the case of non-payment of the balance by the due date the Business reserves the right to cancel your booking and cancellation charges will apply. If any cheque is dishonoured we reserve the right to charge €25 to cover administration costs.

3. Travel Insurance

Travel Insurance is mandatory for all clients whilst on a tour organised by the Business. Clients are wholly responsible for arranging their own insurance. Clients are responsible for ensuring that they are in possession of private Travel insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate cover.

4. Change of confirmed booking

An administration fee of €25 per booking plus any additional costs incurred will be charged if a confirmed booking is changed or transferred to a different departure date, up to 28 days prior to departure. Thereafter all changes will be treated as cancellations and subject to the relevant charges. Changes are subject to availability. For an administration fee of

€25 you may request a credit voucher. 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 Business 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 €25 per person will be charged plus any extra charges levied by suppliers.

5. Cancellation charges

Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written notification is received by the Business or their agent as a percentage of the total tour price, including surcharges as follows:

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.
- 59 – 31 days before the starting date of the holiday – 50% of holiday cost.
- Less than 31 days before the starting date of the holiday – 100% of the holiday cost.

All cancellation charges apply to each person covered by any booking. In the event that one person who is due to share a room needs to cancel a trip, then the other person will then be charged a single room supplement.

Tailor-made tours are quoted per group and not per person. The cancellation charges apply to the whole group. Cancellation of single group participants will change/increase the price for the remaining group participants.

- a. Where the Consumer is prevented from proceeding with the holiday, he may transfer his booking to a person who satisfies all the conditions required, having first given the Business or the Retailer reasonable notice in writing of his 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 Business applicable to the holiday
- b. A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to the Business or Retailer for the payment of any balance due in respect of the holiday and for a substitution fee of €30.00 per person substituted, subject to a maximum of €120.00 per booking (or such other greater sum as may be authorised).
- c. Insurance is not transferable.
- d. 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 Business and for which the Business shall not be held liable. The transferor and transferee are both liable for these cancellation fees.

6. Holiday participation

The Consumer agrees to accept the authority and decisions of the Business's employees, representatives, tour leaders and agents whilst during the full duration of the holiday, starting at the first meeting of the first day and finishing at the last meeting point of 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 appear 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 business may make such arrangements as it sees fit and recover the costs thereof from the client. If a consumer commits an illegal act, the consumer may be excluded from the holiday 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 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.

7. Accommodation on request

Where special accommodation is requested by the Consumer after the booking has been confirmed by the Business, an additional administration charge of €30 will be payable by the Consumer. The Business shall also invoice any additional costs directly engendered. The Business 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 Business for failure to comply with a special request which has not been confirmed by it in writing.

8. Registration of complaints

Should the client have a reason to complain, you must immediately notify your tour guide. 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 28 days

of the end of the tour. Failure to notify complaints entirely within accordance with this clause will diminish or extinguish the client's ability to claim compensation.

9. Insurance

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

10. 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 Business 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 except for any premium paid to the Business for holiday insurance and amendment charges. The right to cancel must be exercised within 14 days from the issue date printed on the invoice.

11. Customer responsibilities

- 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 contents, he shall forthwith notify the Retailer or the Company of his concern and the Business shall respond as soon as possible.

- b. The Consumer is solely responsible for ensuring that he presents himself at all the meeting points of his/her holiday mentioned in the travel documentation provided to him/her by the Business. If the Consumer arrives after the departing time stipulated in the travel documentation provided to the Consumer, the Business 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 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 holidays. The Consumer shall be responsible for ascertaining any limitations which apply in this regard and shall not present himself at the port of embarkation with any prohibited item in his luggage or on his person or with items which exceed weight or dimension restrictions applicable.
- d. This Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the Businesses 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.

12. Accept business authority

Clients agree to accept the authority and decisions of the Business's tour operator whilst on the tour 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 Business 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 Business 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.

13. Force majeure

We regret we cannot accept liability or pay any compensation 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.

14. Tour cancellation

The company reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 4 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 Business, 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 Business 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 and the compensation payments (where applicable) set out in clause 11. No compensation is payable if we notify you of cancellation more than 8 weeks before departure. We cannot be held responsible for any costs or expenses you may have as a result of cancellation.

15. Bike Hire

The equipment including all accessories supplied, is let out on hire. The equipment remains the property of the business 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 Business 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 Business will use its best endeavours to repair or procure repair of the equipment.

The Business will not be liable for any damage or loss whatsoever, through breakdown or other defect in the equipment or other circumstances beyond

the Business's control. The Client shall indemnify the Business 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 Business reserves the right to charge the client for partial or full settlement of any claim.

The Client must pay a €200 deposit for hybrid bikes and €500 for electric bikes on rent. This deposit will be fully refundable on return of the bikes undamaged. In the event of the equipment being stolen or lost, the Business reserves the right to call upon the client to indemnify the Business for the replacement of the equipment. The Client will ensure that the equipment is adequately secured when not in use, will not use the equipment whilst under the influence of drink or drugs and will immediately notify the Business in the event of breakdown or loss of equipment.

Clients bringing their own bikes do so on the proviso that their equipment is in a suitable condition for participation in a tour. Responsibility for maintenance of bicycles brought by clients rests with the client. The Business will endeavour to accommodate such clients, but cannot guarantee that correct tools and spares will be available, given the wide range of possibilities that exist.

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