

# Terms and Conditions

Please read these Terms and Conditions ("Terms and Conditions") and Standard information form that we provide to you carefully. We supply Holidays to Individuals and groups including Travel Groups<sup>1</sup>. These Terms and Conditions, the Standard information form and the other documents we refer to below set out the terms and conditions of the contract between the person who agrees to buy a Holiday, any person listed on a booking or any person to whom a Holiday is agreed to be supplied ("you" or "your group") and RSD Travel Ireland Limited, a company registered in Ireland with company registration number 535087 having its registered office at, Pembroke House, Upper Pembroke Street 28-32, Dublin 2, Ireland ("we" or "us").

The Terms and Conditions and the Standard information form govern your Holiday contract notwithstanding anything to the contrary contained in any document supplied or statement made to you. We will not be bound by any variation or amendment to the Terms and Conditions and the Standard information form unless agreed expressly in writing by a person who has authority to bind us.

## 1. The Holiday

When we refer to your 'Holiday' in these Terms and Conditions, except where otherwise stated, we mean the accommodation, transport and other holiday services (excluding Excursions, see below) that you book in Ireland with us as a combined package governed by the Transport (Tour Operators and Travel Agents) Act 1982, the Package Holidays and Travel Trade Act, 1995, S.I. No. 80/2019 - European Union (Package Travel And Linked Travel Arrangements) Regulations 2019 and S.I. No. 105/2019 - European Union (Package Travel And Linked Travel Arrangements) (No. 2) Regulations 2019 ("Acts").

Where reasonable to do so and subject to availability, we will endeavour to allocate customers who have booked a Holiday as a Travel Group the same bus and the same hotel but this cannot be guaranteed and should we be unable or unwilling to arrange this, we will not be liable to group members for any claims, compensation or refunds.

## 2. Concluding the Holiday Contract

When you call to express an interest in booking a Holiday, we will provide you with Standard information form, our Terms and Conditions and our Provisional Invoice.

With payment of your deposit (in the case of a late booking, the total price) or commencement of travel, the travel contract comes into effect.

We only accept credit or debit card booking for a Holiday.

If you elect for the packages when booking your Holiday, the price for the packages will then be included in your invoice.

If you are booking (as a lead name) on behalf of a Travel Group, before the booking is completed, you must also send us for our acceptance, the Travel Group application form duly completed.

By making a Travel Group booking, the lead name warrants to us that:

He/she is authorised to make the booking by all of the members of the group;

He/she and all of the members of the group are at least 18 years old;

He/she is responsible for making all payments due to us by each member of the group.

He/she has the irrevocable authority from each of the members of the group exclusively to issue, deal with, manage and receive, correspondence to and from us in relation to the Holiday including, for the avoidance of doubt, with complaints regarding the Holiday.

He/she guarantees the timely payment to us of the amounts due to us by each member of the group.

He/she guarantees the accuracy of all of the information (including passport numbers) contained in the group application form.

## 3. Information, Prices and Ratings

We publish brochure and website information many months in advance and, as far as we know, all information (including but not limited to price, pictures, facilities and description) is correct at the time of publication. However, things may change after publication. We check regularly to see if we need to update or correct any information or prices, and we reserve the right to amend such information and prices from time to time. If there are any significant information changes or we find any mistakes, we will put details on our computer reservation system or website as soon as possible. It is your responsibility to check the latest information at the time of booking.

Any rating of accommodation in our brochures and on our website is used to symbolise the quality, range of facilities and level of service in any accommodation. The criteria for ratings applied varies from country to country and we provide such ratings for information purposes only. Any rating mentioned is not a guarantee or warranty of any kind from us as to the quality or otherwise of any accommodation.

In a Travel Group tour, the Cultural Dinner and Explorer Packages and specified events which can only be paid for on-site (Mandatory Events) will be part of the Holiday.

For each person travelling in a Travel Group, a surcharge of 50% will apply on the price of the entire Holiday (including the cost of the Mandatory Events, seasonal supplements and airport charges), except stated otherwise in the Travel Group application form.

## 4. Price Increases/Decreases after Booking

If, after you have booked your Holiday, our costs for providing it are increased due to an increase in:

- the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or
- the exchange rates relevant to the Holiday

we reserve the right to increase the price of your Holiday accordingly.

In the case of such an increase, we will give you notice in writing with a supplemental invoice not less than 20 days before the start of your Holiday.

You must pay the amount specified in the supplemental invoice by the time specified or we will treat you as having cancelled your Holiday at the date the payment becomes overdue.

If the increase exceeds 8 % of the original Holiday price, you have the right to terminate your Holiday as stated in paragraph 18 of these Terms and Conditions.

If our above costs decrease you will be entitled to a corresponding reduction in the price of your Holiday. However, please note that travel arrangements for your Holiday are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## 5. Your Booking

Before you book, please discuss your choice of Holiday, including the resort, accommodation and transport with our reservations staff to make sure it will be suitable for you and the people you will be travelling with. The person who signs the booking form or completes the booking online or by telephone is the 'lead name'. He or she must be 18 years of age or over at the time of booking. If you are under 18 at the time of booking and wish to travel without an adult accompanying you, we will only allow you to travel subject to the following conditions. If at the time of departure you are 16 or 17 or are 17 when travelling on an "Escapades" branded Holiday, you must provide written authority from your parent or legal guardian who must sign the booking form. We reserve the right to require the parent/guardian to produce a copy of their passport showing their name and signature or such other identification evidence as we may reasonably require. Written permission from a parent/guardian cannot be accepted unless their signature can be verified. On signing the booking form, a contract between your parent/guardian and us is in place. An adult of 18 years or over must accompany you if you are under 16 years of age on your departure date.

The lead name is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these Terms and Conditions, and all other information in the relevant brochure and on our websites (as applicable).

## 6. Payment

When you book your Holiday, you agree to pay us either:

- A deposit (20%) at the time of booking followed by the remaining balance when due. You will be advised of the current deposit payable at the time of booking. The remaining balance must be paid at least 8 weeks before your travel date; or
- If you book less than 8 weeks prior the departure date: full payment must be received within 48 hours (only per credit card)

Failure to pay in full by the due day time to be of the essence will result in cancellation of your Holiday and forfeiture of any deposit and other sums paid to us and also the other amounts specified in section 18. If we do not receive all payments due (including any surcharge where applicable) in respect of a Travel Group in full and on time, we will be entitled to assume that the Travel Group wishes to cancel the booking. In this case, we will be entitled to keep all deposits paid or due at that date.

## 7. Refunds

Where a refund is due to you, our sole obligations to you are:

- to issue to you at the address which you have provided us, a repayment request form for you to complete giving particulars of the bank account into which you wish us to pay the refund, and
- if we have received the repayment form duly completed, to pay the refund requested as soon as is reasonable after such receipt.

We shall not be obliged to issue reminders to you or pay any refund in respect of which we have not, within a period of two years from the date that we issue the repayment request form to you, received the repayment request form from you duly completed.

Claims for refunds not made as directed above or not made within the above period will be deemed to have been waived. This clause shall apply to refunds notwithstanding any cancellation or variation of your Holiday contract with us.

No Travel Group member surcharges paid by Travel Group members will be refunded where the original numbers of the group become reduced to the extent that the numbers ultimately taking the Holiday are less than the required amount for us to treat them as a Travel Group.

## 8. Special Requests

If you have a special request for anything that is not automatically part of your Holiday, please check when you book your Holiday and we will pass this information on to the suppliers we work with. Any such special request does not form part of your contract with us. Any note of your request from us simply confirms we have received it but does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try to help you, but we cannot guarantee any request unless we expressly confirm in writing that the request will be met. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights. We will not pay compensation for failing to meet a special request unless we have confirmed separately in writing that it will be met.

## 9. Late Holiday Booking

Certain bookings made within 8 weeks of departure will be regarded as 'Late Holiday' bookings. Please be aware that 'Late Holiday' bookings always require payment of the full price at the time of booking (whenever that may be). 'Late Holiday' bookings are not always cheaper than the prices in the brochure, as prices are set according to demand.

## 10. Excursions

Excursions include, but are not restricted to, any sightseeing trips, gigs, events or other tours attended in the resort for which additional payment is required. Excursions can either be booked and/or paid for at the resort or pre-booked and paid for after you book your Holiday. We may provide information on available Excursions after you have booked your Holiday. Excursions are not governed by the Acts.

<sup>1</sup> A Travel Group is a group of at least 7 or such higher number as we specifically agree, and up to such maximum numbers as are provided in our advertising material for the Holiday in question. Smaller numbers may also request to be allowed to travel together as a group but not as a Travel Group.

We do not have any responsibility or liability whatsoever for anything which may go wrong on an Excursion and they are not part of your Holiday contract. The contract for any Excursion is between you and the Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Excursion literature, ticket or receipt you are given. Excursions may be subject to the laws of the country in which you take your excursion and you may be required to bring any disputes or claims before the Courts of that country. The exclusion of our responsibility and liability under this section shall not be affected by the presence of any of our employees, agents or suppliers on any Excursion.

### 11. Check your Details, Price and Payment Date and Tickets

Once you have booked, we will issue your Standard information form and our Confirmation Invoice setting out the Holiday details and price. Please check the details in these Documents carefully. If you have any questions, or anything does not appear to be right, you must contact our reservations staff immediately. If there is an obvious error in the confirmation invoice sent to you, we reserve the right to correct this as soon as we become aware of it, but will do this within 7 days of sending the confirmation invoice, or if your Holiday commences in less than 7 days, no later than 24 hours before you depart. If you are not happy with the changes, provided you act immediately, you can request a full refund.

It is important therefore that you check all details carefully on receipt of your documentation and notify us immediately so that mistakes can be corrected before tickets are issued, so as to avoid the charge for changes.

You must pay particular attention to the date your final payment is due as we may cancel your Holiday if you do not make your final payment on time. If we do this, we will keep your deposit. If we extend the period for you to pay the final payment at your request, and you still fail to pay or cancel your booking, the cancellation charges will be increased in accordance with the scale and 'Exception' set out in the section entitled "Cancellation by You". Immediately you receive your tickets, you must also check them to insure that all details are correct. You must contact us promptly to inform us if you become aware of any error. See also section entitled "Changes you made before travel".

### 12. Disabilities and Medical Conditions

All of our tours require a certain degree of physical fitness and can involve a fair amount of standing and walking, often up and down steps and over uneven ground or cobbled streets. It is your responsibility to ensure that you and every other member of your group have the levels of fitness and ability required for such activities.

You must provide us with full details of any existing medical or physical condition (including unusual height or weight) or disability (including, in particular, any need for wheelchair or rollator use) that may apply to you or any member of your group and which affect the arrangements (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If, at any time, in our reasonable opinion, your chosen tour arrangements are not suitable for the medical or physical condition or disability or you or any other relevant member of your group does not travel on the Holiday with someone who can provide all assistance that may be required, we reserve the right to refuse to accept the booking or cancel the Holiday in respect of you or the other member of your group concerned or to require you or that member of your group, not to participate in certain elements of particular tours, in which event we shall not be liable for any losses or compensation arising. If we cancel in this situation, cancellation charges as set out in the section entitled "Cancellation By You" will be payable.

### 13. Flights

A flight described as direct will not necessarily be non-stop. Short stop-overs and double touch flights can be involved in your Holiday. All departure times are provided by the airlines concerned and are estimates only. Flights may change due to air traffic control restrictions, weather conditions, operational or maintenance requirements and the requirements for passengers to check in on time. We will not be liable for a change in departure or arrival time from that previously given to you or shown on your ticket. It is for this reason that you are strongly advised to recheck your flight times within 24 hours prior to departure.

### 14. Flight Delays and other disruptions

If, after your departure, a significant part of your Holiday arrangements cannot be provided, then at no extra cost to you, you will be offered a suitable alternative if possible. Where the proposed alternative arrangements result in a Holiday of lower quality than that specified in your contract, we will give you an appropriate price reduction. If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, you will have the right to cancel your booking. In this event, you will have the right to be returned by the same means of transport to your original departure point at no extra cost provided that transport is available. This does not impose an obligation on us to make specific transport arrangements for you if none are available. As long as it is impossible to ensure your return as agreed in your contract because of unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights.

### 15. Travel Insurance

You should take out adequate travel insurance for yourself and each member of your group. We will not be responsible for any costs incurred as a result of you failing to do so. For your own peace of mind, the insurance should cover you and any other member of your group if you have to cancel your Holiday, or for any emergencies such as illness or injury that arise while you are away (including the costs of repatriation).

### 16. Suppliers' Conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, in so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our Terms and Conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our Terms and Conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. You can

obtain copies of the relevant conditions from us upon request.

### 17. Changes You Make Before Travel

If you want to change your Holiday arrangements in any way, except as mentioned below, we will usually try to help you at your expense, although we cannot guarantee that we will always be able to do this as any change will be subject to a suitable alternative arrangement being available at the time and will be at our discretion. Also, our ability to change scheduled flight tickets is limited.

Where we make a change, we will charge you and each person on the Holiday making the change for the cost to us of any additional services, facilities, or other items at the prices which apply on the day the change is made and we will also apply our own charges for each person on the Holiday for each item you want to change. Any booking discount you and/or the other members of your group may have received at the time the original booking was made may be altered or reduced whenever changes are made. If you and/or any other members of your group have paid supplements for accommodation and the number of people in your group changes, you may have to pay extra and may lose any free or reduced infant and child places and/or any free group places. Please note that any change to your departure date, airport, transport, destination, accommodation, or length of stay has to apply to all members of your group.

A change to a Holiday chosen from our brochures/websites for any special offer Holiday such as those featured in promotional publications, or to a "Late Holiday" (see section headed "Late Holiday Bookings") will necessitate:

- the cancellation of your existing arrangements
- the payment to us of our cancellation charges shown below and
- the re-booking of new arrangements at the price applying on the day the booking is made.

We will not be able to amend the details of a 'Late Holiday' (see section 'Late Holiday Bookings' for definition), unless you are prevented from proceeding with your Late Holiday for reasons beyond your control, and not simply due to a change of mind. Cancellation charges apply to all amendments to Holidays of these types. See section 'Cancellation by You' for more information.

A request for a change to the departure date or destination will only be accepted prior to 8 weeks of the scheduled date of departure. Such a request for such a change must be accompanied by a payment of €25 (amendment fee) per person, the payment will be not refundable even if the change requested cannot be made. Requests for a change can only be accepted on a like for like basis, i.e. a Holiday booking can only be changed to another Holiday booking of equal cost. For the avoidance of doubt, the cost of each Holiday shall be no less than its cost, as published in the brochure or on our website, at the time of the original booking. Furthermore, a change in booking to another Holiday destination will be treated as a cancellation and rebooking and charges will be applied accordingly. If the requested change to your Holiday is not possible to arrange or is not agreed the original Holiday arrangement shall continue to apply. If only some of your group request a change, which is found to be practicable, a price adjustment for all your group on the same booking may be payable and, where payable, must be discharged on the date shown on our written confirmation of such change.

- As mentioned in the section entitled "Check Your Details, Price and Payment Date and Tickets" it is your responsibility to ensure that all details on the invoice and tickets are correct;
- You must notify us in writing of all changes as soon as possible
- Tickets that have to be re-issued due to a change to an initial or due to a spelling error will incur a charge of €25.00 (error charge) per person;
- A name change may only be made up to 5 full business days before the date of departure and will be subject to the payment to us of a transfer fee of €25.00 per name change.
- Business day is a day other than a Saturday, Sunday or a public Holiday in Ireland;
- Within 30 days of departure, a request for a name change will be treated as a cancellation and the appropriate fee will apply; and
- Requests for changes to all names on a booking will be treated as cancellations and the appropriate cancellation fee will apply.

If you fail to comply with the foregoing requirements, you will be deemed to have cancelled the Holiday and you will become liable to pay us the cancellation charges detailed in section 17 "Cancellation by You".

**Note: For any change in your Holiday, the transport provider may impose additional charges of up to 100% of the ticket cost per person; any such charges will be in addition to the amendment fees and error charges above mentioned— see the exception in the section "Cancellation by You" below.**

### 18. Cancellation by You

If you wish to cancel your Holiday, the lead name on the booking must give notice to cancel in writing to the correspondence address as stated on the invoice. The charges shown below apply from the date we receive your written notice of cancellation at our offices.

In order to cover our expected losses from the cancellation of the booking there is a set scale of charges which you must pay if you or any other member of your group cancels a Holiday. Also note the 'Exception' described below which we may apply in addition to the scale of charges.

Time We Receive Your Notice To Cancel Before Departure	Cancellation Charge (excluding 'Late Holiday' Bookings)	Cancellation Charge for 'Late Holiday' Bookings
More than 57 Days	Loss of Deposit	Loss of Deposit
56–29 Days	50% Cost of Holiday	100% Cost of Holiday
28–22 Days	70% Cost of Holiday	100% Cost of Holiday
21–8 Days	90% Cost of Holiday	100% Cost of Holiday
7 Days or Fewer	100% Cost of Holiday	100% Cost of Holiday

If any member your group cancels and you cannot fill that person's place, we may require you to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you cancel your Holiday, you must still pay any insurance premiums and amendment charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

You have the right to terminate your Holiday before it starts without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its

immediate vicinity and significantly affecting the performance of the package or which significantly affects your travel to the Holiday destination.

#### 19. Exception

Cancellation of certain transport arrangements can result in up to 100% cancellation charges being payable to us regardless of the notice period given to us. In respect of scheduled airline tickets, 100% cancellation charges will almost certainly apply. We reserve the right to pass on these charges, which will apply to the transport element of your Holiday and the cancellation charges in the scale above will apply to the other elements of your Holiday (e.g. accommodation, optional extras). Similarly, name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the transport element of your booking and you must also pay the charge listed in the section above "Changes You Make Before You Travel". Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and you may need to purchase new tickets. The cost of the new ticket may be greater than the cost of the original ticket.

#### 20. Changes Made By Us Before Travel

From time to time we may have to change details of the Holiday you have booked and we reserve the right to alter, change, curtail or cancel a Holiday. We will tell you about the changes before your Holiday commences by email or post without undue delay. Changes we will tell you about include:

- Change of your departure airport published in our brochure;
- Significant change of your destination;
- A change of more than 18 hours to the time you leave Ireland or your destination;
- If we downgrade your accommodation by one full 'Tour Operator' rating;
- If the swimming pool will not be available for an extended period during your Holiday and no alternative pool is available either at the property or nearby.

If you do not want to accept a significant change, and we are able to do so, we will offer you an alternative Holiday of equivalent or closely similar standard and price at no extra cost, or a less expensive Holiday, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different Holiday offered for sale by us and pay, or receive a refund of any price difference. Or, if you prefer, by giving us immediate notice of your preference you can cancel your Holiday and receive a full refund of any money you have paid to us. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

#### 21. Minor Changes By Us Before You Travel

Any change, which neither:

- relates to a price change (paragraph 6) nor
- is deemed to be significant as outlined in the section titled "Changes Made by Us before You Travel", will be classed as a minor change. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this type of change. The flights we offer are operated by a range of scheduled or charter airlines, using wide or narrow body jet aircraft. It may not be possible at the time of booking to specify the airline or type of aircraft. We are required to inform you of the identity of the airline operating your flight. Any changes to the operating airline will be notified to you at the very latest check-in or at the boarding gate. We reserve the right to change airlines or aircraft types at any time and changes of this type will not constitute a significant change. Although any flight times in your travel documents will be correct at the time of publishing, they are subject to alteration by Irish or overseas airport scheduling authorities or for other reasons. (However see section entitled "Air Carrier Liability for Passengers and their Luggage").

If you have made a booking (airline, train, bus, car, taxi, etc.) before/after the tour and there is a delay in the arrival or departure time of your Holiday flight which causes you to miss a connection, we will not be liable to you for any costs or compensation as a consequence. When booking such connections, you should allow plenty of time for unanticipated delays.

#### 22. Circumstances beyond Our Control (unavoidable and extraordinary circumstances)

'Unavoidable and extraordinary circumstances' means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

If 'unavoidable and extraordinary circumstances' occur which materially affect the Holiday or our ability to provide it, we may terminate the Holiday contract by giving notice to you within 72 hours of the relevant event or circumstances and providing you with a full refund of any payments made, but we will not be liable for additional compensation, if we are prevented from performing the Holiday contract because of unavoidable and extraordinary circumstances and notify you of the termination of the contract without undue delay before it starts.

In case of a cancellation due to the number of persons enrolled for the Holiday is smaller than the minimum number stated in the Holiday contract and we notify you of the termination of the contract not later than:

- a) 20 days before the start of the package in the case of trips lasting more than six days;
- b) seven days before the start of the package in the case of trips lasting between two and six days;
- c) 48 hours before the start of the package in the case of trips lasting less than two days.

We are obliged to provide you with a refund of any payments made for the package, but we will not be liable for any compensation whatsoever.

#### 23. Cancellation by Us other than due to unavoidable and extraordinary circumstances'

We reserve the right at any time and without prior notice to cancel your Holiday and any other Holiday we operate. If we have to cancel your Holiday for any particular reason save as provided in paragraph 22, we will tell you as soon as is reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative Holiday of equivalent or closely similar standard and price at no extra cost, or a less expensive Holiday, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose another Holiday offered for sale by us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate

refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. However, we will not cancel your Holiday within 28 days of departure except if we are forced to do so because of unusual circumstances we could not have foreseen where we could not avoid the results of those circumstances even after taking all reasonable care (see 'Circumstances beyond Our Control (unavoidable and extraordinary circumstances)' above). No compensation will be payable in these circumstances, whenever they happen, and we will only have to offer you the above choices. We may also cancel if you fail to make payment in full for your booking on time.

#### 24. Brochure and Website Accuracy

Sometimes facilities described in our brochures/websites will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. If possible, we will tell you about the withdrawal of any significant facility as soon as possible. Outside the peak season it is common for facilities and services to be less widely available, both in your accommodation and Holiday resort/ destination generally. Beach activities such as water-skiing and windsurfing are normally managed by independent local operators and we have no control over their availability or prices. There may be a charge for some facilities at your accommodation, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other times), there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your resort and accommodation. The transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer. If we know about significant building work or other noise likely to affect your travel arrangements we aim to tell you before you leave. We cannot provide this advice on 'Late Holiday' bookings where accommodation is not specified before you arrive at your destination (see also 'Circumstances Beyond Our Control'). Photographs of hotels and other facilities in our brochures/ websites are for illustration purposes only and do not necessarily represent the hotels or facilities on your particular Holiday.

#### 25. Our Liability To You

The liability for passenger and baggage shall be limited in accordance with the provisions of international conventions. Regarding the air transportation, please refer to the section below on the carrier's liability (27). The Athens Convention relating to the carriage of passengers and their luggage by sea shall apply to your travel contract, regarding carriage by sea and on waterways. This Convention provides limited liability for the carrier involved if a passenger suffers a personal injury or death or in the event of baggage loss or damage.

The amount payable in respect of the liability of RSD Ireland Travel under your travel contract can never exceed the amount payable by the service providers or suppliers whose default gave rise to your claim.

Nothing in these terms and conditions shall affect any statutory rights that you may have as a consumer in the jurisdiction applicable to the contract between us.

#### 26. Air Carrier Liability for Passengers and their Baggage

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury:

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately €120,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments:

If a passenger is killed or injured, the air carrier must make an advance payment to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately €19,300).

Passenger delays:

In the case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximately €5,000).

#### 27. Airline Liability for Injury or Loss

As our liability and/ or any airline liability is limited in the event of damage to or loss of baggage, you are advised to take out separate baggage insurance.

For claims for missing or damaged baggage you must follow the rules on the back of your ticket or contained within the carrier's conditions of carriage.

Please note time limits apply within which to notify us or the carrier and make a claim. We will not accept liability for high-value items which you should insure for the appropriate amount.

#### 28. Your Responsibilities

We want all our customers to have an enjoyable, carefree Holiday. But you must remember that you are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe that:

- your actions could upset, annoy or disturb other customers, our suppliers or our own staff, or put them in any risk or danger, or damage property; or
- you are unfit to travel;

we may end your Holiday and terminate your contract with immediate effect and without prior notice. You and your group will be prevented from using your booked accommodation, flight, other transportation and any other travel arrangements forming part of your booking and we will not be liable for any refund, compensation or any other costs you have to pay. Alternatively at our discretion, you may be permitted to continue with your Holiday but we may impose additional terms and conditions upon you.

In addition to the above and the effect your actions may have on others, you must particularly also bear in mind that you are responsible for your safety, and that you are responsible for the condition of the property you occupy. In particular, we are not responsible for any accidents which occur in or

around swimming pools due to your inappropriate or irresponsible behaviour, or for any accidents which occur anywhere on properties because of glass, china or the like which you have broken and/or have left in a way in which injury can result.

You are solely responsible for ensuring that you:

- Present yourself at your location of departure in sufficient time prior to the departure time to complete and pre-departure requirements. Where you arrive late, we will be entitled to treat the Holiday as being cancelled by you;
- Comply with the restrictions of any carriers with regard to the weight, type and contents of baggage that you take on your Holiday; and
- comply with the reasonable instructions of any member of our staff or crew of any vessel used in connection with your Holiday.

You indemnify us against any loss or damage suffered or incurred by any other person as a consequence of your failure to act in accordance with any such obligations, restrictions or instructions. We expect that you will enjoy your Holiday with us. We appreciate that you may drink alcohol as part of your enjoyment. You must, however, do so responsibly and we will have no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol.

We will hold you and the members of your travelling party jointly and severally and also individually liable for any damage to the accommodation, furniture, apparatus or other materials located within the accommodation, together with any legal costs we incur in pursuing a claim. It is your duty to report any breakages, defects or damage to an appropriate person immediately. You fully indemnify us against any claims (including legal costs) made against us by any person as a result of your actions or those of any member of your party which causes damage to the accommodation you are staying in, injury to any person or causes any delay or diversion to any means of transport (including flights) that you take while on your Holiday.

If your behaviour or the behaviour of any members of your travelling party causes any aircraft or other form of transportation to be diverted we and/or the carrier will hold you and those members jointly and individually liable for all costs incurred as a result of that diversion. We cannot accept liability for the behaviour of others in your accommodation, flight or other transportation, or for any facilities/services withdrawn as a result of their action.

For airline travel, passengers are obliged to obtain information from the local tour guide on the correct flight times 24 to 48 hours prior to the scheduled return flight.

### **29. Passports, Travel Documents, 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.

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 we incur as a result of your failure.

If we or your carrier are fined as a result of you holding incorrect documents, you will have to pay us the full amount. For up-to-date Irish government health & travel advice please visit [www.dfa.ie](http://www.dfa.ie), and <http://www.hse.ie/eng/health/az/T/Travel-health/> and contact your GP.

### **30. If You Have A Complaint**

We aim to provide the best Holiday possible. However, if you are not satisfied, please complain as soon as possible to the relevant person (for example, the accommodation management or transport supplier). If they cannot help, you must tell your Holiday Representative or our Local Agent and we will do everything reasonably possible to sort the problem out. If you are still not satisfied, ask your Holiday Representative for a Customer Relations Report Form. If you do not have the services of a Representative, or they are not available, you must contact our Irish Duty Office (on the number shown on your travel documentation) straight away.

When you get back home, send a letter (and where possible, enclose your completed Customer Relations Report Form) to our offices in Ireland within 28 days of returning home. Any complaints sent after this date will not be entertained. If you have special needs that prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone. For complaints arising from scheduled airlines, we will act as a liaison between you and the airline to try to assist in resolving the problem. If we cannot help and you wish to take matters further, you must contact the airline directly.

The address to send your completed form and letter to is:

Customer Relations Department, RSD Travel Ireland Limited, Pembroke House, Upper Pembroke Street 28-32, Dublin 2, Ireland or email your complaint to: [support@rsd-travel.ie](mailto:support@rsd-travel.ie)

We would like to point out that failure to follow the above procedures during your Holiday, and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures during your Holiday, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered. It is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly once your Holiday is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your Holiday, prevent us from carrying out a proper investigation.

### **31. Financial Protection**

We are licensed as a Travel Agent by the Commission for Aviation Regulation. Our Licence number is T.A. 0734. As a requirement for the Licence we have arranged and approved a secure bond which means that in the unlikely event of our insolvency before or when you are on Holidays, the money you have paid to us is fully secured. If you are abroad, arrangements will be made to bring you home. For further information, visit the Commission for Aviation Regulation website at [www.aviationreg.ie](http://www.aviationreg.ie).

### **32. Miscellaneous**

Obvious printing and calculation errors and/or omissions shall entitle RSD to correct the travel contract in order to remedy such errors and/or omissions.

More detailed descriptions of performance in the form of other media such as catalogues, hotel brochures, Web sites or the like do not alter the scope of performance agreed by contract even if they are made accessible through us. Apart from the travel description, the order confirmation / invoice shall exclusively apply for the scope of performance guaranteed by your contract.

These conditions shall apply to the extent that no alternative provisions are agreed in writing in your individual travel contract.

If partial services are not availed of (e.g. flight only, no hotel), the fee to be paid for the remaining partial service(s) is the fee demanded at the time of booking these partial service(s) if this fee is higher than what was actually agreed.

If there is any conflict between the terms of this Terms and Conditions and the Standard information form, the Standard information form shall prevail in any case.

### **33. Notice**

Any notice to be given to you under this Agreement delivered by post, will be deemed to have been given two working days after the date of posting or if sent via e-mail, will be deemed to have been given 24 hours after sending it.

'working day' means a day other than a Saturday or a Sunday when banks in Dublin are generally open for business.

Notices will be delivered or sent to the address or e-mail address you have provided to us. In case of a change of the address, you are obliged to notify us in writing or email of the change within three working days.

### **34. Illegality etc.**

If any provision or part-provision of our contract with you is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed to be deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of such contract.

If any provision or part-provision of our contract with you is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **35. Governing Law**

Any contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

You, each member of your group and we irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any contract, its subject matter and formation (including non-contractual disputes or claims).

Last updated: 27th August 2020