



*European Escorted Vacations*

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## **BOOKING CONDITIONS**

In these Booking Conditions the word "Consumer" means you, the person who takes or agrees to take the vacation or any person on whose behalf you agree to purchase the vacation and who is listed on the confirmation invoice or any other person to whom you transfer a vacation which you have bought.

### **1. THE CONTRACT**

No contract shall arise until The Travel Department has received a deposit or full payment for the vacation and has issued written confirmation of its acceptance to the Consumer. An internet booking is a confirmed booking once the Consumer has received a Booking Reference number. The terms of the contract between the Customer and The Travel Department are contained solely in this document, The Travel Department's confirmation, The Travel Department's brochure or other descriptive material, any airline or sailing ticket issued, the terms and conditions of any suppliers of services and the itinerary issued by The Travel Department.

The Travel Department reserves the right to terminate the contract with the Consumer if the behavior or conduct of the Consumer either prior to or during a vacation is likely to endanger the safety or well being of other Consumers in his company or that of the Consumer himself, The Travel Department, or that of The Travel Department's representatives, contractors, agents or employees and the cancellation charges as provided for in clause 9 of these booking conditions are payable by the Consumer. Further, where, as a result of the Consumer's actions or the actions of any other person who is listed on this Booking either or both of the following incidents occurs: there is a delay or diversion to the means of transportation the subject of this contract; the accommodation in which the Consumer is staying is damaged, the Consumer, hereby agrees to indemnify The Travel Department against any claim (including legal costs) made against The Travel Department in relation to the occurrence of such incidents.

### **2. DISABLED PERSONS**

It shall be the Consumer's responsibility to disclose prior to booking to The Travel Department any physical or mental condition of a member of his party which may be relevant and no liability shall attach to The Travel Department for the provision of an unsuitable vacation for a disabled person where disclosure of the disability has not been made to The Travel Department. The Travel Department reserves the right to decline to provide a vacation for a person with a disability where, in The Travel Department's opinion, that vacation would be inconsistent with the special needs of that person. The Americans with Disabilities Act is inapplicable outside of the United States and facilities outside the United States for disabled individuals can be limited. It is strongly recommended that persons requiring assistance be accompanied by a companion who is capable of and totally responsible for providing assistance. Neither The Travel Department nor its personnel, nor its suppliers, may physically lift or assist clients into transportation vehicles. If a traveler thinks he or she might need

assistance during a trip, he or she should contact The Travel Department to determine what assistance might reasonably be given. The Travel Department cannot provide special individual assistance to tour members with special needs for walking, dining or other routine activities.

### **3. SPECIAL REQUESTS**

Special requests (e.g. ground floor accommodation, room with a seaview, etc.) shall be communicated by the Consumer in writing to The Travel Department or Retailer at the time of making the booking. The Travel Department shall use reasonable endeavors to fulfill such requests. The granting of such requests is the sole responsibility of the relevant supplier. No liability shall attach to The Travel Department for failure to comply with a special request and such requests do not form part of the contract.

### **4. THE CONSUMER'S RESPONSIBILITIES**

The consumer shall contact The Travel Department immediately if any information that appears on the confirmation invoice or any other document appears to be incorrect or incomplete, as it may not be possible or may be costly to make changes later. (e.g. the first name / family name of all passengers) We regret that we cannot accept any responsibility if you do not tell us about any mistake in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us but you may be required to meet any of the costs involved (e.g. name change fees charged by an airline).

The Consumer is solely responsible for ensuring that he presents himself at the port of departure in sufficient time prior to the designated departure time to complete embarkation requirements. If the Consumer arrives after the check-in time stipulated in the travel documentation provided to the Consumer, The Travel Department shall not be obliged to carry the Consumer and shall be entitled to treat the vacation as having been cancelled by the Consumer. The Travel Department does not accept liability in the case of any passenger being denied boarding by any airline carrier due to the carrier's over-booking of a flight.

The Consumer is restricted by regulation of carriers and executive authorities 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 vacation. The Consumer shall be responsible for ascertaining any limitations which apply in this regard and shall not present himself at the port of departure with any prohibited item in his luggage or on his person or with items which exceed weight or dimension restrictions applicable.

The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of The Travel Department's staff or any crew member of carrier's craft or vehicle used in connection with the vacation and hereby agrees to indemnify The Travel Department 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.

The Consumer undertakes to behave himself in a proper manner and not to cause any disturbance in or around the accommodation he occupies, which may cause offence or diminution of enjoyment of a vacation to other vacation makers. The Consumer further undertakes to leave his accommodation in good condition and not to cause any damage or destruction to the accommodation or its contents. In the event that damage or destruction is caused to the accommodation the Consumer agrees to pay the owner or management of such establishment the cost of repair or replacing such damage.

### **5. LIABILITY**

The Travel Department 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 Travel Department or to that of another supplier of services because: the failure which occurs in the performance of the Contract is attributable to the Consumer. Such failure is attributable to a third party

unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or such failure is due to:

(a) force majeure (as defined in paragraph 11); or

(b) an event which The Travel Department, the Retailer acting on his 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 the wilful misconduct or gross negligence of The Travel Department, 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 the minor concerned.

In the event of any liability on the part of The Travel Department for injury, illness or death, no payment will be made unless the following conditions are complied with:

- the Consumer must advise The Travel Department in relation to the injury or illness while the Consumer is at the resort and must also write to The Travel Department within three months of the completion of the vacation;
- the Consumer must transfer any rights that the Consumer has, in respect of such injury, illness or death against any person to the The Travel Department;
- the Consumer must co-operate fully with The Travel Department to enable The Travel Department or its insurers to enforce such rights;
- any payments that The Travel Department is obliged to make will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, The Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961, in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that The Travel Department is to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other International Conventions applicable to the Consumer's liability.

Liability for loss, delay or damage to baggage is limited to the sum fixed by the Warsaw Convention as amended by the Hague Protocol 1995 or any amendments thereto.

## **6. COMPLAINTS**

If the Consumer wishes to make a complaint in relation to a vacation, he must immediately inform The Travel Department's representative at the location where the complaint arises and shall if The Travel Department requires, complete a form setting out the detail of the Consumer's complaint. If the Consumer fails to comply with such requirement, The Travel Department shall be entitled to recover the cost from the Consumer of any additional expense incurred by it in carrying out subsequent investigation of a complaint, which is found to be unjustified.

The Consumer shall be obliged to notify The Travel Department in writing of any complaint not later than 28 days after his return to the port of departure or termination of the vacation whichever is the earlier and no complaint received thereafter shall be entertained.

## 7. CLAIMS AGAINST THIRD PARTIES

Although every effort is made to handle passengers' luggage as carefully as possible, The Travel Department is not responsible for and does not assume liability or accept claims for loss of or damage to luggage due to breakage, theft or wear and tear through hotel and group carrier handling. It is recommended for your own self interest and protection that you have adequate insurance to cover these eventualities. The Travel Department will provide each Consumer with the information required to make a complaint or seek compensation from a supplier that acted negligently in their duty. However The Travel Department will not enter into correspondence on behalf of the consumer or seek compensation for delayed / lost / damaged or stolen baggage.

## 8. PROOF OF CITIZENSHIP

A valid passport is required for all trips outside the U.S.A. All passengers should check with the appropriate foreign consulate for entry and validity requirements. Passports and visas are the responsibility of each client. Government issued identification is required for air travel.

Please be advised that if you have been convicted of an offense, or have committed a criminal act that is an offense under the laws where it occurred and would be an offense in Canada, you may be inadmissible into Canada. You will need to apply for a Minister's Permit of Approval of Rehabilitation at a Canadian Consulate.

## 9. PAYMENT

The vacation must be paid for in full at least 10 weeks before the scheduled date of departure or if the contract is made later than 10 weeks before the scheduled date of departure, it must be paid for in full. If it is not paid by that date, The Travel Department shall have the option to cancel the vacation. If The Travel Department exercises that option or if the Consumer cancels the vacation (which cancellation must be notified in writing to The Travel Department) the following cancellation charges are payable, per party, by the Consumer:

Timeframe Prior to Departure	Cancellation Charge
More than 10 Weeks	Loss of Deposit & Any Paid Extras
10 - 6 Weeks	30% of Vacation Value
6 - 4 Weeks	45% of Vacation Value
4 - 2 Weeks	60% of Vacation Value
2 Weeks - 72 Hours	80% of Vacation Value
72 Hours or Less	100% of Vacation Value

All cancellation charges apply to each person covered by a booking. As insurance cancellation cover applies immediately, any insurance premium paid is not refundable.

## 10. ALTERATION BY THE CONSUMER

Deposit payments paid by the Consumer to The Travel Department are non transferable to other departures and non transferable to other Consumers. If after acceptance by The Travel Department a Consumer wishes to alter a vacation, The Travel Department may do so at its discretion if practicable. The Travel Department will advise the Consumer of any additional cost or refund involved. Once travel has commenced, no changes or alterations may be made by the Consumer and no refunds shall be made in respect of flights or other travel arrangements which are not availed of.

## 11. ALTERATIONS AND CANCELLATIONS BY THE TRAVEL DEPARTMENT

Without prejudice to the Consumer's statutory rights, The Travel Department reserves the right to alter, change, curtail or cancel a vacation. If as a consequence of "force majeure" (as

defined below), The Travel Department is obliged to curtail, alter, extend or cancel a vacation, 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 vacation.

A minimum number of bookings is required for a programme of vacations. The Travel Department's obligation to provide that programme shall be contingent upon The Travel Department receiving and maintaining that minimum number of bookings. In the event that The Travel Department does not receive the minimum number of bookings or having received such minimum number has that number reduced by reason of cancellations or transfers by the Consumers or otherwise, The Travel Department shall be entitled to cancel or curtail the relevant programme 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 Travel Department shall notify the Consumer within seven days of any cancellation or curtailment necessitated by the foregoing circumstances.

If prior to the departure date there is a cancellation, alteration, change or curtailment relating to a vacation, 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 vacation, The Travel Department shall, if practicable, offer an alternative comparable vacation of at least similar standard or shall refund the Consumer all monies paid. Unless within four days of issue of the offer of an alternative vacation, it is declined by the Consumer in writing, The Travel Department shall assume that the Consumer has accepted such offer. Where the offer is declined the Consumer shall only be entitled to return of payment made.

Published times on itineraries are as accurate as possible but subject to change due to traffic, weather, mechanical and any other conditions beyond The Travel Department's control that prevent The Travel Department from operating as scheduled. The Travel Department expressly disclaims any liability for any damages that may be incurred for any changes, cancellations or delays on any itinerary relating to any of its vacations.

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 which are not within the control of The Travel Department and for which The Travel Department shall not be held liable. In these booking conditions the term "force majeure" means unusual and unforeseeable circumstances beyond the control of The Travel Department, the Retailer or other suppliers of services, the consequences of which could not have been avoided even if all due care had been exercised or an event which The Travel Department, 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 vacation, 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 vacation, fraud perpetrated against The Travel Department or any other reason beyond the control of The Travel Department.

## **12. INSURANCE**

The consumer's attention is drawn to the exclusion clauses and excesses in the Insurance Policy arranged by The Travel Department. It is a condition of this contract that the Consumer is covered either by the travel insurance scheme arranged by The Travel Department or covered by another travel insurance scheme which furnishes the Consumer with at least the same level of cover as that afforded by the travel scheme arranged by The Travel Department. It is the responsibility of the Consumer to check that the insurance scheme provides the Consumer with his desired level of cover. In so arranging insurance cover for the Consumer The Travel Department is acting as the agent of the relevant insurer and shall not be responsible to the Consumer for any default by the insurer under that policy. All claims made against the insurance policy shall be made directly to the insurer. The Consumer shall be responsible for making any special or increased insurance arrangements which he deems

necessary.

### **13 A. DATA PROTECTION**

The Travel Department is committed to protecting your privacy and information. The information that we use is for the purpose of fulfilling our contract as a Tour Operator.

Information that you provide us will be held on the Travel Department's computers (and in other ways) for use by us for the following purposes:

- Information about you (and your travelling party) may be passed to vacation providers and others and may include things such as age, religious beliefs, dietary requirements, you (or your travelling party's) physical or mental health. This information may also be transferred abroad;
- If you apply for insurance, then we may process information (including medical information) about you (or your travelling party) and pass it to the insurers;
- Information supplied by you may be processed by us for Statistical Analysis and or Market Research and may in certain instances be disclosed to our agents for the purpose of fraud prevention and or debt collection;
- To contact you via e-mail, letter or phone with details of The Travel Department's or selected suppliers' products and services including financial services, which may be of interest to you. By entering into a contract with us you agree to the use and disclosure of information by The Travel Department as described. A copy of your personal information held by The Travel Department can be provided on request. You have the right to have any inaccurate personal information rectified or erased.

### **13 B.**

Please note that in many cases, airlines are required to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary.

### **14. PRICE VARIATION**

All prices are stated in US Dollars and are based on transport costs (including the cost of fuel and fuel surcharges), due taxes or fees chargeable at airports and ports and exchange rates current and appropriate at the time of publication. If any of these vary, the cost of the vacation may increase or decrease accordingly. Any such increase /decrease must be paid by or refunded to the Consumer.

### **15. FLIGHT DELAYS**

Flight delays sometimes occur. When a delay occurs The Travel Department will try to ensure that up to date information and appropriate facilities e.g. refreshments are provided. However, such arrangements are the responsibility of the relevant airline. Travel insurance has been designed to cover such eventualities and in this regard the Consumer should refer to his or her Travel Insurance policy.

### **16. GOVERNING LAW**

The terms of the contract (as provided for in Clause 1(a) in these booking conditions) are to be interpreted under and is subject to the laws of the Republic of Ireland.

In the UK

The Travel Department is fully licensed by the Civil Aviation Authority and all of our holidays are ATOL protected. Our ATOL number is: 9373.

In Ireland

We are fully licensed and bonded by the Commission for Aviation Regulation. Our Tour Operator number is: 163.