



## Booking Conditions

### 1. You Pay a Deposit.

At time of booking a deposit of minimum 50% (or 100% of flight costs, whichever is higher) of the agreed holiday cost (excluding travel insurance which is payable in full) is payable immediately. If booking is made within eight weeks prior to departure the full holiday price is payable. A Booking Form must be completed and returned to Kerry Holidays in order to confirm any telephone arrangements. The person signing the Booking Form does so on behalf of all persons named on it and becomes directly responsible to Kerry Holidays for the payment of the total holiday price and if applicable and appropriate for cancellation charges (see below). Unless a special notification of alternative holiday insurance arrangements is given on the Booking Form, the premium must also be sent with your deposit if an advance booking or with the full payment if late booking. Because the insurance company accepts the risk from the date we notify them that you have reserved insurance you cannot cancel any insurance cover and the premiums remain payable in full and is excluded from the total holiday price for the purpose of cancellation charges or refunds.

### 2. You pay the balance due

On receipt of your completed booking form and deposit we will send you a Confirmation Invoice for the balance of your holiday price. Please note that depending on the time of your booking there may be circumstances whereby your invoice will be delayed due to our workload. This will confirm that Kerry Holidays has entered into a contract with you to provide all the components of the holiday you have booked. If you book through a travel agent who is authorised to act as our agent, it will issue an ATOL receipt on Kerry Holiday's behalf. Any monies paid by you to the agent are immediately protected by our ATOL bond and such monies are at all times held by the agent on behalf of Kerry Holidays. You must pay the amount shown on your Confirmation Invoice at least 8 weeks before departure. Please note that no receipts are issued for payments received. If you do not pay the balance of the holiday price within the prescribed time we reserve the right, after due notice either to you or the travel agent, to cancel the booking and levy cancellation charges as shown in section 4.

### 3. If you want to change your booking

No changes to your holiday arrangements by you can be effected until notification is received in writing. A complete name change may, depending on the level of advance notice given, be treated by the Airline/Ferry to be a cancellation of the segment concerned and the client will in such instances be subject to cancellation charges as well as the costs of rebooking the segments under the new names. The amendment fee for any changes to the holiday arrangements detailed on your Confirmation Invoice will be a minimum £10 per booking. A change of departure date, flight or holiday within 42 days of departure will incur cancellation fees as set out in Section 4.

### 4. If you cancel your holiday

You have an option to cancel your holiday which must be exercised in writing by the person who signed the booking form. The fees for the exercise of this option are as follows:

More than 42 days	Deposit
29-42 days	50%
15-28 days	60%
14 days - departure date or after	100%

### 5. Insurance

**WE STRONGLY RECOMMEND THAT EVERYONE SHOULD TAKE OUT ADEQUATE INSURANCE COVER.**

### 6. If you have a complaint or need to contact us when on holidays in Ireland.

Where a problem arises or you have a complaint while on holiday please contact the management of the premises who will have the opportunity to resolve the problem. If you do not obtain satisfaction and need further assistance you may contact Kerry Holidays during normal office hours on 066 9763222 or the local office of the Irish Tourist Board who should be able to help. Where a complaint is unresolved you should contact Kerry Holidays customer services department within 42 days of returning from your holiday. We will not accept liability of claims received after that date. We can normally agree an amicable settlement of the few complaints we receive. However, disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration under a special scheme which is administered quite independently by the Chartered Institute of Arbitrators. The scheme (details on

request) provides for simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respects of costs. The scheme does not apply to claims for amount greater than £1500.00 per person/£7500.00 per booking form, nor to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. Any dispute must be referred within 9 months of your return from holiday. Please note that under Article 5(4) of the European Directive on Package Holidays, Package Travel and Package Tours you have an obligation to make your complaint known during your stay either to the management of the premises or directly to Kerry Holidays during office hours. The European Directive states the following: "The consumer must communicate any failure in the performance of a contract which he perceives, on the spot, to the supplier of the service concerned and to the organiser and/or retailer in writing or any other appropriate form at the earliest convenience".

## **7. Your ticket's conditions**

When you travel with an air or sea carrier, their conditions of Carriage apply, some of which limit or exclude liability. These Conditions are often the subject of International agreements between countries, and copies of the Conditions which apply to your air or sea travel are available for inspection at the travel agent where you book your holiday, or at Kerry Holidays' offices.

## **8. Prices**

All prices within this brochure unless otherwise stated are in Sterling. The prices as shown herein are correct at the time of going to press. However, due to the volatile nature of the rate of exchange between the Euro and Sterling, we reserve the right to amend our prices accordingly if we feel that there is a significant difference between the exchange rate of the two currencies. However, once you have paid a deposit and received our Confirmation Invoice, the cost of your holiday cannot be increased unless you amend your booking after it is issued.

## **9. Availability**

All holidays featured within this brochure at the stated prices are subject to availability of the relevant flight/ferry/accommodation/car hire.

## **10. If we change your holiday arrangements**

If for any reason we have to make a change in your holiday arrangements we will advise you or your travel agent of full details without delay. In the event of a major change being made to your holiday arrangements ( a major change is one that is made to your holiday arrangements before departure, which involves a change of airport, of holiday resort, of time of departure or return by more than 12 hours, or of hotel to a lower official rating than originally booked), you may then choose (A) to accept the new arrangements (with an adjustment of the Confirmation Invoice if a cheaper holiday is offered); or (B) to purchase an alternative available holiday; or (C) to cancel your holiday, in which case you will receive a refund of the total holidays cost, excluding any insurance premium.

If you choose (A) or (B) we will pay compensation on the following scale:

Period before scheduled departure within which a agent	Compensation per person	major change is notified to you or your travel
29-42 days	Stg.£20	More than 42 days Nil
15-28 days	Stg.£30	
0-14 days	Stg.£40	

If you choose (C) we will refund you all monies paid to us, plus compensation on the scale above. Where accommodation is offered and accepted in a hotel of the official category but with a higher brochure price, any difference in price will be deducted from the compensation if the accommodation is offered and accepted in an officially higher category of hotel, or if the change is due to an event listed in the following note. Save as detailed we shall have no liability to make any other payments whatsoever to you.

## **Important Note**

There is an increasing tendency for airlines to amend flight departure times at very short notice. We must advise that it is in the clients own interest that they contact their airline directly at least 24hrs prior to departure and reconfirm their flight details. Local contact numbers are shown overleaf. Kerry Holidays will not accept responsibility for additional costs incurred by the client as a result of a flight change. The foregoing alternatives will not apply in the event of a change of holiday which results from war, threat of war, riots, civil strife, strikes or other industrial action, natural disasters, technical problems to aircraft or ferries, closure of airports or ports, cancellation or changes of schedules by scheduled airlines or ferry operators, government action, or similar events beyond our control.

## **11. At the Airport/Ferry Port**

Due to increased security measures at all U.K. and Irish airports and ferry ports it has become necessary to insist on a check-in time at least two hours before your flight/ferry is scheduled to depart. If you fail to check in on time the Carrier is entitled to refuse to allow you board. We cannot accept responsibility in such situations and advise that any costs or loss incurred as a result will be your responsibility.

### **Important Note**

The information as provided overleaf under the heading General Information including Car Hire notes are an integral part of these booking conditions and it is the clients responsibility to have read these notes carefully.

### **12. If we cancel your holiday**

In certain instances we may have to cancel your holiday. In this unlikely event, you may purchase an available alternative holiday or we will refund all monies you have paid to us (less any insurance premium paid). Your holiday will not be cancelled less than 8 weeks before scheduled departure unless the cancellation is the result of an event within the scope of 'Important Note' above. Notwithstanding the provisions of this Condition in the event that we cancel your holiday within 8 weeks of departure for any reason other than those stipulated in the 'Important Note' above or your failure to pay the balance of the holiday price in accordance with Section 2 above we will pay to you compensation on a similar scale to that shown in Section 9.

### **13. Our responsibility for your holiday**

We accept responsibility for ensuring that all component parts of the inclusive holiday which you book with us are supplied to you as described in this brochure and to a reasonable standard. If any such part is not provided in the advertised manner, we will pay appropriate compensation if this has affected the enjoyment of your holiday (see 'Important Note' above).

### **14. Personal injury (whilst participating in arrangements made by us)**

We have taken all reasonable and proper steps to ensure that proper arrangements have been made for all the holidays which are advertised in this brochure and for excursions as described above and that the suppliers of the various services which will be provided for you as part of the inclusive holiday as efficient, safe and reputable businesses, and that they comply with the local and national laws and regulations of the country in which they provide those services. We have no direct control over the provision of services to clients by suppliers. However, subject to the Note below, we will pay to our clients the equivalent of such damages as they would be entitled to receive under English law in an English court for any personal injury to the client, including illness or death, caused by the negligence, as understood in English law, or the servants or agents of ourselves or of any of our suppliers contracted or subcontracted by us to provide any part of the arrangements for your holiday as described above, except for air or sea transportation arrangements (whether in the United Kingdom or elsewhere for which separate conditions apply) (see Section 7).

### **NOTE**

We will make payments as stated above provided (a) the injured clients notify us of any claim for personal injury within 3 months of their return from holiday; (b) they assign to Kerry Holidays any rights against a supplier or any other person or party they may have relating to the crime; and (c) they agree to co operate fully with us should we or our insurers wish to enforce those rights which have been assigned to us or to which we are subrogated. This assignment is necessary to enable us to try to recover from suppliers any compensation paid to clients and associated costs as a result of personal injury to clients caused by the negligence of those suppliers. It is not our wish to profit from such assignment, and in the unlikely event of our recovering more than such compensation and costs, any excess will be paid to the injured clients.

### **15. Personal injury (unconnected with arrangements made by us)**

If any client suffers death, illness or injury whilst overseas arising out of any activity which does not form part of the foreign inclusive holiday arrangement or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of its occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to us to assign any costs recovered or any benefit received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not in any event exceed Stg.£5,000.00 in total.

### **16. Holiday participation**

We reserve the right to decline to accept or retain any person as a client if their conduct is disruptive and affecting the enjoyment of other holidaymakers and we shall be under no liability for any extra costs incurred by such a person as a result of our doing so. Aircraft captains are legally entitled to deny boarding to any passengers presenting themselves at the aircraft who, at the captains absolute discretion, are unacceptable under the influence of drink or drugs. Any passenger who is denied boarding on the outbound flight for that reason, shall be deemed to have been given notice of cancellation of his/her booking at that moment and cancellation charges will apply in accordance with Section 4 above.

### **17. Flights**

The holidays in this brochure are sold by Kerry Holidays which holds Civil Aviation Authority ATOL number 3741. All flights operated by BA Express / Aer Lingus / Aer Arann Express / Ryanair with British Aerospace Advanced Turboprop, Turboprop Jetstream and 146-200 Jet Aircraft, Fokker 50 / Boeing 737. They do, however, reserve the right to utilise substitute aircraft types if necessary. Should such amendments take place the passenger shall not be entitled to cancel their booking as result. When you travel with a carrier, the conditions of carriage of that carrier will apply, some of which may limit liability. The conditions of carriage of that carrier are incorporated into this contract. You may ask for copies of the relevant conditions of carriage from our office. Please note that in accordance with Air Navigation Orders and infant must be under 2 years of age on the date of its return flight to qualify for infant status.

This brochure is issued on the sole responsibility of the tour operator. It is not issued on behalf of and does not commit airlines mentioned therein or any airline whose services are used. This contract is made on the terms of these Booking Conditions which are governed by English Law and both parties shall submit to the English Courts at all times.

### **18. Consumer Protection**

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

The air holidays and flights in this brochure are ATOL Protected, since we hold as Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 3741. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

Kerry Holidays is bonded with the Civil Aviation Authority (CAA) under ATOL number 3741

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