



1. Your Holiday Contract

In this Booking Form Shandon Travel (company registration number T.A. 0252) is the "Organiser" which means the person who arranges your transport, accommodation, etc., and who offers it as a holiday. "Consumer" means you, the person who buys or agrees the holiday or any person on whose behalf you agree to purchase the holiday and who is listed on the Booking Form or any other person to whom you transfer a holiday which you have bought. The "Retailer" is the person who sells the holiday to you, he/she is not responsible for organising the flight, accommodation or other component parts of the holiday. The contract between the Organiser and you the Consumer is made when we issue our Confirmation Invoice to you. You accept these terms on behalf of all members of your party. Our contract is subject to the Booking Conditions and the provisions contained on the booking form and such other terms (such as qualifying dates) that appear elsewhere on the booking form. The terms of the contract between the Consumer and the Organiser are contained solely in this Booking Form, the Organiser's confirmation 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 Organiser. It is important that you should read the additional booking conditions and additional information contained on the booking form.

2. Your Financial Protection

Shandon Travel with whom you make a contract when you book has arranged a bond lodged with the Commission for Aviation Regulation for holiday travel. This means that when you book a holiday you can be entirely confident that in the unlikely event of our insolvency before or during your holiday, any money you have paid us is fully secured and if you are overseas, that full arrangements will be made to repatriate you at the end of your holiday. If you book arrangements other than a package holiday the financial protection referred to above does not apply.

3. Your Holiday Price

1) We reserve the right to alter the prices of the holidays shown on the website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. 2) When you make a booking you must pay a deposit of €100. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. Holidays booked within 10 weeks of travel must be paid for in full at the time of booking. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements with cancellation costs. All monies you pay to the travel agent are held by him on our behalf at all times. 3) Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus and administration charged 5 per person together with an amount to cover agent's commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, 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. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to any changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements 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.

4. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of 30 any further cost we incur making this alteration. Please note that changes to accommodation and hotel bookings, be this a change of dates, campsite or hotel, will incur extra costs that can be often be as much as a cancellation and rebooking. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. Internet bookings (E tickets) and Apex Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

5. Selling Your Holiday

If for some reason you are unable to take your holiday but have friends or family who wish to go instead, we will be happy to alter the names on the reservation for a fee of €60. There may be an extra charge from the ferry company concerned or you may even have to rebook the ferry crossing in the new names but we will advise you of this at the time. Whatever, we will do our best to help if we can.

6. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received in our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below.

Period of notification from departure.	% of total holiday cost
Within 42 days	40%
Within 28 days	70%
Within 14 days	100%
Out side 43 days loss of deposit	

If the reason for your cancellation is covered under terms of your insurance policy, you may be able to reclaim these charges.

7. If We Change or Cancel Your Holiday

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However we will not cancel your travel arrangements less than 6 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). Please note that carriers such as ferry companies may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return crossing by less than 12 hours, changes to carrier type, change of accommodation to another of the same standard. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where major change arises due to reasons of force majeure, we will pay compensation as detailed below.

Period of notification given to you	Compensation per booking in % of total holiday cost
More than 56 days	Nil
43-56 days	10%
42-29 days	15%
28-15 days	20%
14-0 days	25%

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Force Majeure-Shandon Travel cannot accept liability for cancellations or changes to your holiday in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or any other unforeseen circumstances that may not amount to Force Majeure. Some changes are necessary because of unusual and unforeseeable circumstances which neither we nor our suppliers could avoid, even with all due care. These circumstances include unavoidable technical transport problems, closure or congestions of ports or airports, road blockades, epidemic or disease or similar events. In these circumstances you will not be entitled to compensation.

8. If You Have A Complaint

If you have a problem during your holiday, please inform the on site representative and/or the campsite reception immediately who will endeavour to put things right. If the problem is not rectified to your satisfaction, you should notify the Shandon Travel office by telephone or fax. Should you fail to register your complaint whilst at the campsite, thereby allowing us the opportunity to rectify the problem so that it does not spoil your holiday, we will not consider ourselves liable. Our maximum liability will be no greater than 200% of the total cost of your holiday (excluding insurance premiums). If your complaint is not resolved locally, please follow up within 28 days of your return home by writing to our Customer Service Department at Shandon Travel, 3 Marlboro Street, Cork, Ireland giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate and complain to the campsite reception as well as to our representative immediately or at the latest 72 hours of your arrival or when the problem was first noticed. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

9. Our Liability To You

The Organiser 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 of the improper performance is due neither to any fault of the Organiser or Retailer acting on the Organiser's behalf nor to that of another supplier of services because: a) The failures which occur in the performance of the contract

attributable to the Consumer b) Such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or c) Such failures are due to i) unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer acting on his behalf or other supplier of services, the consequences of which could not have been avoided, even if all due care had been exercised; or ii) an event which the Organiser, the Retailer acting on his behalf or the supplier of the 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 defamation or by the willful misconduct or gross negligence of the Organiser the amount of compensation which will be unpaid to the Consumer will be limited to, in the case of an adult an amount equal to double the inclusive price of the holiday to the adult concerned and in the case of a minor an amount equal to the inclusive price of the holiday to the minor concerned. The Organiser's liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the service complained of in the place where they are performed, even if that convention has not been ratified or applied in the Republic of Ireland. For international transport by air the provisions of 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 relating to the carriage of passengers and their luggage by air may apply, throughout the flight and during boarding and disembarkation. For international transport by water the provisions of the Athens Convention relating to the Carriage of Passengers and their luggage by sea, 1974 may apply. In respect of rail travel, the Berne Convention 1961, in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962 may apply. For the avoidance of doubt, this means that the Organiser is to be regarded as having all benefits of any limitations of liability contained in any of these conventions or any other international conventions applicable to the Consumer's holiday. This information notice summarises 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 Special Drawing Rights ("SDRs") (approximately EUR123,000) 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 compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately EUR20,000). 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 EUR5,100).

10. Prompt Assistance in Resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributed to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

11. Passport, Visa and Immigrations Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

12. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

13. Quotations

While our Reservations Staff will always try to give accurate information and price quotations to telephone enquiries, we cannot accept responsibility for such information unless it is confirmed by us in writing and signed by a duly authorised member of staff.

14. Disabled Persons

It shall be the Consumer's responsibility to disclose prior to booking to the Organiser any physical or mental condition of a member of his party which may be relevant and no liability shall attach to the Organiser for the provision of an unsuitable holiday for a disabled person where disclosure of the disability has not been made to the Retailer or to the Organiser where the booking has been made directly with the Organiser. The Organiser reserves the right to decline to provide a holiday for a disabled person where in the Organiser's opinion that holiday would be inconsistent with the special needs of a disabled person.

15. The Consumer's Responsibilities

a) The Consumer shall check all travel documentation immediately it is furnished to him. If the Consumer considers any document to be incorrect or has a query in relation to its contents, he shall forthwith notify the Retailer or the Organiser of his concern and the Organiser shall respond as soon as possible. b) 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 Organiser 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 holiday. 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. d) The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the Organiser's staff or any crew member of carrier's craft or vehicle used in connection with the holiday and hereby agrees to indemnify the Organiser 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. e) Pursuant to Regulation EC26/04 airline passengers are granted new rights including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights will be publicised at EU airports and will also be available from affected airlines. HOWEVER, YOU SHOULD NOTE THAT REIMBURSEMENT OF THE COST OF A FLIGHT THAT FORMS PART OF YOUR HOLIDAY IS THE RESPONSIBILITY OF YOUR HOLIDAY AIRLINE AND WILL NOT AUTOMATICALLY ENTITLE YOU TO REIMBURSEMENT OF THE COST OF YOUR HOLIDAY FROM US.

16. Governing Law

The terms of the contract (as provided for in Clause 1(a)) of the Shandon Travel Booking Form) are to be interpreted under and is subject to the laws of the Republic of Ireland.

17. Insurance

THE CONSUMER'S ATTENTION IS DRAWN TO THE EXCLUSION CLAUSES AND EXCESSES IN THE INSURANCE POLICY ARRANGED BY THE ORGANISER. It is a condition of this contract that the Consumer is covered either by the travel insurance scheme arranged by the Organiser 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 Organiser. In the event that the Consumer does not avail of the Organiser's travel insurance scheme he must furnish details of the alternative travel insurance scheme, which he has arranged at the time of booking. 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 Organiser 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. Unless the Consumer, when booking, expressly indicates otherwise, the Consumer shall be automatically covered by the Organiser's travel insurance scheme, and the premiums will be added to the price of the holiday. The Organiser reserves the right to levy an administration charge in respect of any additional work or expenditure incurred by the Organiser in assessing the adequacy of the cover afforded by the alternative travel insurance scheme being taken out by the Consumer.

Data protection policy

A. The organiser is committed to protecting your privacy and information. A copy of our privacy policy is available on request from Shandon Travel. The information that we use is for the purpose of fulfilling our contract as an Organiser. The information that you provide us with will be held on Shandon Travel's computers (and in other ways) for use by us for the following purposes. (1) Booking Information. (2) Information about you (and your travelling party) may be passed to holiday 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; (3) If you apply for insurance, then we may process information (including medical information) about you (or your travelling party) and pass it onto the insurers; (4) 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 preventions and our debt collection; (5) To contact you via e-mail, letter or phone with the details of Shandon Travel or selected suppliers' products and services including financial services; this may be of interest to you. By entering into a contract with us you agree to the use and disclosure of your personal information request. You have the right to have any inaccurate personal information rectified or erased. (6) Please note that the airlines are required by new laws introduced in the United States and other countries 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.