

Every individual group member must complete/sign a booking/conditions form
Send your completed booking form(s) to:

irelandjourneys

PO Box 1038

Wangaratta Vic 3676

Australia

email: irelandjourneys@ozemail.com.au

fax: (03) 5721 2234

BOOKING FORM

Group Date:

Phone:

Mr/Mrs/Ms/Miss

Landline:

First Name:

Mobile:

Surname:

Fax:

DOB:

Email:

Address:

I have read the full booking conditions attached.

.....

I understand, accept and have signed these

.....

conditions.

.....

SIGNED:

.....

DATED:

YOUR BOOKING IS CONFIRMED

SIGNED

DATED:

James H. Clarke

For and on behalf of *irelandjourneys*

PO Box 1038 Wangaratta Vic 3676 Australia

Tel: (03) 5721 7300

Mobile: 0417 206 932

Email: irelandjourneys@ozemail.com.au

Your contract is with *irelandjourneys*.
irelandjourneys (ABN 86 432 942 835) are associated with **Emerald Travel Pty Ltd** Licence No 32507 Level 3 316 Queen St Melbourne who provide Travel Compensation Fund protection for all your deposit and balance monies.

General Conditions

1. Read and understand and sign these conditions of contract. They form the basis of our obligations to you and your obligations to *irelandjourneys*.

2. When you book you confirm you have read and understood these conditions.

3. A contract with *irelandjourneys* will exist when we confirm in writing that your booking is accepted, you have paid your deposit and you have provided a copy of a valid travel insurance policy which covers you for your travel dates with *irelandjourneys*.

4. **What we give you for the price:** As per schedule of inclusions and itinerary: All on-ground costs in Ireland including: All single occupancy accommodation with breakfast: Some lunches: All group dinners/group evening meals (excluding alcohol/drinks): All ground travel by comfortable minibus: All ferry or other transport required by itinerary. All local guides/expert tuition: All entry fees, hire, licences, permits and Tips. **We do not include:** Air fares, airport taxes, travel insurance (NB see condition 15 below) or alcohol/drinks. We will make every effort to provide the itinerary and activities as per the schedule. However, for reasons beyond our control, delays may occur or it may be necessary to vary the schedule for whatever reason. The *irelandjourneys* representative will of course consult you on such changes but the final decision lies with that representative. Accordingly you must have a flexible attitude! Pack it with your sense of humour!

5. **Booking.** Send your completed booking form to *irelandjourneys*. By Fax 03 5721 2234 or post *irelandjourneys* PO Box 1038 Wangaratta Vic 3676 Australia. Before confirming your booking, *irelandjourneys* will require sight of and take a copy of your valid travel insurance policy covering the dates of travel and setting out the insurers name, policy number, the cover provided and emergency contact numbers. (NB SEE condition para 15 BELOW)

6. **Deposit.** A deposit of \$800 per person is payable within 7 days of your booking being accepted and confirmed. The deposit is payable to our designated licensed Travel Agent Emerald Travel Pty Ltd. *irelandjourneys* (ABN 86 432 942 835) are associated with Emerald Travel Pty Ltd Licence No 32507 Level 3 316 Queen St Melbourne who provide Travel Compensation Fund Protection for all client monies. If you cancel your booking you forfeit your deposit.

7. **Payment of balance of all monies due.** Such payment is required 6 weeks before the scheduled date your group commences in Ireland. Balance monies are payable to Emerald Travel Pty Ltd. If such payment is not made *irelandjourneys* may treat your booking as cancelled and have the right to forfeit your deposit. Credit card charges will apply to all payments.

8. **Prices:** Prices are based on exchange rates at the time of acceptance of booking. Accordingly prices are subject to change without notice.

9. **GST.** Prices are not subject to GST

10. **Consumer Protection and payment of monies.** *irelandjourneys* is not a travel agent. *Irelandjourneys* act in association with Emerald Travel. Emerald Travel is a licensed travel agent and a member of the Travel Compensation Fund. Emerald Travel Pty Ltd therefore holds all monies in a client trust fund until paid to *irelandjourneys* for the service to be provided to you. By paying your deposit you have agreed to the conditions and are thereby directing Emerald Travel to release all monies to *irelandjourneys*.

11. **Exclusions.** *irelandjourneys* is not a travel agent. *irelandjourneys* only provides services for the land content in Ireland and is not responsible for any other travel journey arrangements whether lack of availability, cancellations, alterations, delays or other matters of whatsoever nature or howsoever caused. All bookings made through travel agents are subject to their terms and conditions.

12. **Exclusion of liability.** All travel carries risk! *irelandjourneys* will do their best to minimize possible risk to you. However; you are responsible adults. Ultimately you are responsible for yourselves. *irelandjourneys* and our servants and agents do not accept liability for any act or omission or personal injury, injury, loss, damage to person or goods or consequential loss of whatsoever nature or howsoever caused directly or indirectly by any act, omission or event of whatsoever nature and howsoever caused.

13. **Your Indemnity to *irelandjourneys*.** You agree to indemnify *irelandjourneys* against all actions by a third party against us for all injury, loss, consequential loss or damage caused by you or to you.

14. **Rights of subrogation.** If, notwithstanding condition Para 12, you claim against *irelandjourneys*, you agree to sign over to us, all rights to take action against the supplier or other parties against whom you have a complaint. You shall co-operate fully with *irelandjourneys* and their agents in enforcing those rights you have assigned to us.

15. **Travel Insurance for group members:** It is a condition of booking that all members of an *irelandjourneys* group have and maintain a valid, comprehensive travel insurance which covers all risks for the travel dates booked. Before accepting and confirming your booking, *irelandjourneys* will require sight of and take a copy of your valid travel insurance policy. This must set out the insurer's name, policy number, travel dates covered, the cover provided, any exclusions (general or specific) and emergency contact numbers. At any time prior to the commencement of the on-ground journey in Ireland *irelandjourneys* may require you to

provide further and up to date confirmation in writing from the Travel Insurance Company that your policy is still current and un-altered. Your insurance must be adequate for your needs and cover all risks. At the very least it must cover you for cancellation, delays, missed departures, curtailment, personal injury, death, medical expenses, expenses of repatriation, loss of baggage, loss of money or other valuables, your personal liability for any damage you might cause to third parties and legal expenses.

Note: Reciprocal medical cover agreements between countries may not be comprehensive enough or sufficient to cover all your needs and expenses.

Note: Be aware that some credit card insurance cover may be more limited than stand-alone travel insurance policies specifically purchased.

Note: When seeking travel insurance cover you must be absolutely scrupulous. You must answer all questions accurately and truthfully. You must also disclose matters, even if you are not asked about them, if they are "material". IE "material" as to how much the insurer will charge to cover you as a risk or whether an insurer will even accept to insure you as a risk.

You must in particular disclose any disabilities or medical conditions you have or any relevant medical treatment you have received in the past. If in doubt contact the insurer and provide an appropriate medical report. If you fail in this very strict duty of disclosure, you may not be covered by insurance in the event of an adverse insurable incident.

Proper and adequate travel insurance is crucial. You should obtain professional, independent advice on the travel insurance cover to purchase and on how to complete the travel insurance application form. If in any doubt about your duty of disclosure you must contact the insurer to clarify and have all clarifications confirmed in writing.'

16. As adults, you have expressly agreed in condition para 12 to exclude *irelandjourneys* from all liability. If you make a claim against us or join us in any action against a third party you agree to sign over to us your rights to any action against any supplier or party complained of and to co-operate with us if we choose to pursue those rights you have assigned to us.

17. If you do not make a claim under your travel insurance 14 days before the last date permitted by your insurance company for making claims under the policy, you shall send to *irelandjourneys* PO Box 1038 Wangaratta Vic 3676 a letter by Express Post with trace number assigning the benefit of the insurance policy to us and at the same time and in the same way send a copy of that assignment letter to your insurer to give notice of that assignment.

18. **No Smoking:** Ireland and *irelandjourneys* has a no smoking policy.

19. **Permitted Luggage:** Space can be limited! One piece up to 20Kgs. One small day-pack. Best pack light. You pack it. You carry it! Pack a flexible attitude and your sense of humour!

20. **Transport.** Normally by suitable minibus. We reserve the right to substitute a more suitable vehicle should numbers dictate.

21. **Health:** Groups will often be in remoter areas. We cannot cater for disabilities or medical conditions. For the enjoyment of the group as a whole you should be active, fit and healthy. The group activities may require considerable levels of fitness for walking in remoter rural environments. Be realistic. Be honest with yourself and with us. If in any doubt take medical advice and speak to us before booking.

22. **Special dietary requirements:** Groups will often be in remoter areas. We cannot cater for special dietary requirements or allergies. You must take responsibility for yourself!

23. **Cancellation by you:** Must be in writing by Express Post quoting trace number. Cancellation 60 days before start group date-forfeit deposit Cancellation 60-30 days before start group date-forfeit 50% cost of group membership Cancellation less than 30 days before start group date-forfeit 100% cost of group membership.

24. **Cancellation or alteration by us:** There are matters and suppliers over whom we have no direct control. We therefore reserve the right to change or cancel any itinerary or activity at our absolute discretion at any time prior to departure or during the actual holiday.

In particular, some *irelandjourneys* itineraries require a minimum number of participants. If there are insufficient numbers 6 weeks before commencement of a group in Ireland we shall be entitled to cancel the scheduled group by giving notice in writing. In such event we will refund all monies to you but without further compensation.

25. **Travel Documents, travel Visas and other formal requirements travel documents.** *irelandjourneys* is not a travel agent. You must have valid travel documents at time of travel. If you do not hold an Australian passport make sure you have a valid re-entry visa to Australia. You must take responsibility and comply with any passport, visa, health or other formal travel requirements for your destinations. We take no responsibility and are not liable for any loss, delay or other inconvenience caused by your failure to comply with such travel requirements.

I have read the full booking conditions attached. I understand and accept these conditions.

SIGNED:.....

DATED:.....