



info@IrelandTravelClub.com  
From USA + 1 410-861-0126  
From Ireland + 353 91 442 845

## Ireland Travel Club Terms and Conditions

Please take the time to read and understand the conditions of booking set out below prior to booking a trip with Ireland Travel Club. By booking a trip with us you are deemed to have agreed to these Terms and Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis.

### **Terms Used**

- a. Ireland Travel Club is the trade name having its registered office at Westminster, Maryland, United States of America. Ireland Travel Club is registered with the federal government and the state of Maryland as a general partnership. Company federal EIN 83-4460039 and Maryland registration 5000356809.
- b. The 'client' is the person or persons who has/have made a confirmed booking with Ireland Travel Club.
- c. Your statutory rights are not affected by the within Terms and Conditions.

### **Booking Conditions**

- 1.1 A booking is accepted by Ireland Travel Club only when we have either received a 50% deposit and all required paperwork has been signed, and confirmed your booking by email if your booking is made more than 60 days in advance of your tour departure, or when we have received payment in full and confirmed your booking by email if your booking is made less than 60 days before your tour departure. No tickets will be issued until full payment has been received.
- 1.2 On receipt of payment as detailed above, subject to availability and at our discretion, Ireland Travel Club will reserve the client a place on a trip. A contract is only made between the client and Ireland Travel Club upon the confirmation of your booking, agreement to our terms and conditions, and our communication thereof to you by a representative of Ireland Travel Club.
- 1.3 It is a condition of your booking being accepted that each client signs our waiver of liability, a copy of which will be forwarded to you on booking and which must be signed and presented to your Ireland Travel Club Representative at the commencement of your tour. Failure to sign a waiver will result in the client's booking being treated as having been cancelled by you and we reserve the right to impose the cancellation fees described in this agreement.

### **Insurance**

- 2.1 The price of your ticket does not cover the client's personal travel insurance.
- 2.2 Ireland Travel Club recommends that the client purchases comprehensive travel insurance cover for cancellation, medical expenses, personal accident, personal luggage, money and public liability before travel. The client should ensure that any activities undertaken by the client during the Tour are covered by their insurance. In this regard, please note that certain activities may require specific insurance and it is a matter for the client to ascertain the position with their insurer



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before partaking in any activity. Ireland Travel Club accepts no responsibility for loss or personal damage to personal belongings or liability for personal injury/death.

### **Cancellation**

3.1 Cancellation of a client's booking must be notified in writing to Ireland Travel Club via email. Confirmation of cancellation will then be sent to the client. If the client does not receive confirmation, then the cancellation may not have been received. It is the client's responsibility to ensure proper receipt of their cancellation. Cancellation charges are calculated on the day when written notification is received by Ireland Travel Club. The table below shows the number of days before departure dates that Ireland Travel Club receives written confirmation of cancellation, and the percentage of tour fare, including any surcharges that will be imposed on the client as a corresponding cancellation charge. Please note that in addition to the tour fare cancellation charges set out below, the client may also incur cancellation fees in respect of any third-party suppliers booked by the client in association with an Ireland Travel Club tour.

<u>Days</u>	<u>% Refund</u>
Deposit	Non-Refundable
Over 90 Days	50% Refunded
89-60 Days	25% Refunded
Under 60 Days	0% Refunded

3.2 Once the tour has started, no refunds will be made under any circumstances.

3.3 If the reason for the client's cancellation is covered by the client's insurance policy, the client may be able to make a claim under that policy, this is entirely a matter between the client and their insurer.

3.4 If the client wishes to change to an alternative departure date, this must be done with a minimum of 90 days' notice. A change of date will be subject to a \$40.00 (roughly €35) administration fee. Any charges or non-refundable deposits which have been paid to third party suppliers are payable by the client in these circumstances.

### **Reservations**

4.1 It is the full responsibility of the client to check the accuracy of the dates booked upon receipt of their travel documents.

### **Changes by Ireland Travel Club**

5.1 Any increase in price will be notified to any Ireland Travel Club agents, and on our website. Ireland Travel Club will attempt to remove all out of date promotional material as soon as possible from the website.

5.2 Ireland Travel Club reserves the right to reduce the price of any of our tours. The final price applicable will be confirmed to the client before the client makes a booking.

5.3 Ireland Travel Club's itineraries are deliberately flexible and, if possible, the requirements of individual groups and clients will be facilitated. Ireland Travel Club reserves the right to vary, modify or cancel any itinerary, either partly or in



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full. Itineraries published are sample itineraries only and may be amended without notice. Ireland Travel Club also reserves the right to use alternative vehicles to those advertised.

5.4 In the event of cancellation of a tour by Ireland Travel Club, Ireland Travel Club will offer a full refund of the tour price only, less any non-refundable elements, or alternative travel arrangements to all clients booked onto the tour. In these circumstances, no incidental or consequential expenses will be paid by Ireland Travel Club.

5.5 If access to any country or area is prohibited for reasons beyond Ireland Travel Club's control the client will be entitled to a refund only if Ireland Travel Club cannot offer substitute services of an equivalent standard. The amount of the refund will be calculated pro-rata based on the total number of tour days and the number of tour days already travelled.

### **Tickets**

6.1 Tickets can only be used by the client to whom the ticket was issued; no other person can use the ticket in any circumstances.

6.2 The ticket must be produced at any time at the request of an Ireland Travel Club Representative, and the client may also be asked to produce valid photo identification.

### **Travel & Travel Documentation**

7.1 The Client is responsible for all travel arrangements and costs to and from the point of commencement and conclusion of the tour.

7.2 The client must observe the laws and regulations of the countries visited, including customs and foreign exchange restrictions. If the client does not, they may be asked to surrender their Ireland Travel Club ticket, which may be cancelled without refund.

7.3 It is the responsibility of the client to ensure they have a valid passport and all visas, permits, and certificates required for your selected tour, as well as any vaccinations and to comply with all applicable laws.

7.4 To enter Ireland and to book travel, U.S. citizens traveling to any destination outside of the United States are required to present a valid U.S. passport. The passport must be valid for 6 months past the return date. Some countries require a visa for transit or entry. The client is responsible to ensure that they have all the proper documents for travel and for entry. All names on documents must match the legal name on the client's photo I.D., and travel document information must match tickets. Ireland Travel Club is not responsible if the client is refused entry to a country because the client lacks the correct passport, visa or other travel documentation.

### **Authority on Tour & Behavior**

8.1 In the interest of safety there may be times when the Ireland Travel Club representative is required to make a decision. It is a condition of booking that the client must comply with the authority and decisions of the appointed Ireland Travel Club representative. If the client does not comply with the Ireland Travel Club representative and is not compatible with the general enjoyment and well-being of the other members of the tour, Ireland Travel Club reserves the right to exclude the client from continuing the tour. On an active group holiday, it is necessary that you abide by the authority of the leader, who represents the Company. If you commit any illegal act when on the holiday or if in our reasonable



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opinion or the reasonable opinion of the leader or another person in authority your behavior is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveler or our staff in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part. In such a case, Ireland Travel Club will not be liable for any refund, compensation, or any additional costs incurred by the client. Ireland Travel Club cannot accept responsibility for the behavior of others on tour or for any activities that are curtailed as a result. We may also elect not to carry you on any future trips booked. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking. You must at all times comply with the laws, customs, foreign exchange, and drug regulations of all countries visited.

### Tour Details and Conditions

9.1 Our Ireland Travel Club tours are physically active, with varying levels of demands and fitness requirements depending on the specific itinerary and duration of the tour. By booking your tour you represent that you do not have any physical or other conditions that would create a hazard for you or other Participants or affect other people's enjoyment of the tour. **If you have a physical or medical condition, dietary restriction, or other condition that will require special attention during the tour, you must inform us in writing when the booking is made.** We may require a medical certificate if you have a special condition. Ireland Travel Club reserves the right in our sole discretion to accept, decline, or remove anyone from a tour (at departure or during the tour) who we judge to be incapable of meeting the tour's physical demands. You must complete a waiver as detailed above before commencement of the tour confirming your understanding of these circumstances and confirming your physical and medical condition. Please be aware in this regard that participation in each individual activity is a matter for the client on a day-to-day basis during the tour. If you do not want to participate in a specific activity, please let the Ireland Travel Club Representative know prior to the scheduled activity.

9.2 Ireland Travel Club assumes no responsibility for any medical care provided to you. The Client agrees to assume all costs of medical care and related transportation that are provided to the Client during the tour.

9.3 Pets are not allowed on Ireland Travel Club tours. If you need to bring a service animal, Ireland Travel Club **must** be notified before the client books their tour. Ireland Travel Club may not be able to accommodate this request due to accommodation restrictions and considerations of other passengers.

9.4 For clients with mobility concerns, the client must contact Ireland Travel Club prior to booking to ensure Ireland Travel Club can provide accommodation. Our coaches are not wheelchair accessible so you must be able to get on and off the coach unaided or have someone come on tour to help you. A light-weight foldable wheelchair can sometimes be stowed in the luggage compartment but our tours are not suitable for larger wheelchairs or mobility scooters. Ireland Travel Club often uses public transportation by way of train or bus, and cannot guarantee the mobility access on these modes of transportation. You must advise us **before** booking a tour that you will be using a wheelchair or other mobility aids.



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9.5 Clients must be aged 18 years and over but Ireland Travel Club may, at its absolute discretion, and in exceptional circumstances, give confirmation of acceptance of a person outside this age restriction, subject to the signing of a waiver on behalf of the client by a parent or guardian and any other conditions that Ireland Travel Club may deem appropriate.

### **Photos and Marketing**

10.1 The client agrees that Ireland Travel Club may take photographs and films of the client while on the tour and that these may be used in Ireland Travel Club brochures and/or advertising without obtaining further consent or payment in respect of such photographs or films.

### **Privacy Policy**

11.1 Any personal information that we collect about you may be used for any purpose associated with the operation of a Tour or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Tour. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our website).

### **Claims and Complaints**

12.1 Should the client have a complaint in respect of the tour, they should inform the Ireland Travel Club representative during the tour. If the matter cannot be resolved after the representative's best attempt to do so during the tour, the client's complaint should be made in writing within 30 days thereof so that it can be investigated. Any claims made after the 30 days period will not be considered by Ireland Travel Club. If the client chooses to write to Ireland Travel Club via email, please include a home address to reply to in writing. Please note that if the client attempts to address a situation on the client's own without using this notice procedure, the client assumes responsibility for any added costs the client may incur and forfeit any potential refunds.

12.2 The contract and all matters arising in respect hereof shall be subject to U.S. law and the jurisdiction of the United States' Courts, unless Ireland Travel Club agrees otherwise in writing.

12.3 If any provision of these terms and conditions is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.

12.4 If the client is unsuccessful in any legal action instituted against Ireland Travel Club, the client agrees to pay all costs incurred by Ireland Travel Club, including, but not limited to, legal costs.

12.5 The Client agrees that the sole remedy for any default by Ireland Travel Club arising under this agreement shall be the return of the paid tour cost. To the maximum extent permitted under applicable law, Ireland Travel Club shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise, even if Ireland Travel Club has been advised of the possibility of such damages. The client expressly waives any right you may have to recover such damages.



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### **Weather Conditions & Force Majeure**

13.1 The client accepts that certain activities and aspects of Ireland Travel Club tours are weather dependent and that under no circumstances can Ireland Travel Club be held responsible for weather conditions.

13.2 Ireland Travel Club will not be deemed in breach of these terms and conditions or otherwise liable to the client, by reason of delay in performance or nonperformance of any of its obligations under these terms and conditions to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond the reasonable control of Ireland Travel Club, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, volcanic ash clouds and unforeseen circumstances.

13.3 If Ireland Travel Club and/or any of its Suppliers are affected by Force Majeure, they shall be entitled to, and may in their sole discretion, vary or cancel any itinerary or arrangement in relation to the tour. Regarding civil unrest, once Ireland Travel Club has investigated the prevailing situation, as it deems fit, it shall remain in Ireland Travel Club's sole and absolute discretion whether to commence or proceed with a tour.

13.4 If a tour has to be cancelled due to Force Majeure then the client will be offered an alternative tour at no extra cost. If this is not possible then the cancellation policy at paragraph 3 above will be applied.

### **No Smoking Policy**

14.1 Ireland Travel Club operates a non-smoking policy on all its transportation and accommodations. This includes e-cigarettes and vaping. The Client shall comply with any smoking policies provided by third party vendors.

### **General Terms**

15.1 The booking conditions detailed herein together with the Waiver of Liability contain the entire contract between the client and Ireland Travel Club. No representation, term, warranty, or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by an authorized owner of Ireland Travel Club.

15.2 The client's contract is with Ireland Travel Club as the tour operating company. At any time and at Ireland Travel Club's discretion, we may nominate to the client in writing any other company or person to have the benefit of some or all of those provisions of this contract, which Ireland Travel Club may then specify, as if the client had agreed the provisions directly with that company or person in the first place as well as agreeing them with Ireland Travel Club. Ireland Travel Club may, at its complete discretion, assign all or any rights and liabilities arising under or by virtue of this or any other contract with the client.

15.3 All bookings with carriers and other service providers (including but not limited to providers of accommodation, activities and food) are subject to the terms and conditions and limitations of liability imposed by those carriers and other service providers. Please note that some of these may limit or exclude liability in respect of death, personal injury, delay



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and loss or damage to baggage. Whilst Ireland Travel Club cannot accept any responsibility for any loss as a result of such actions or as a result of any act of omission of any such third parties, Ireland Travel Club will give every assistance to the client in helping to resolve any reasonable dispute.

15.4 Many accommodation arrangements referred to in the materials are provided independently by third party accommodation providers. Such arrangements are subject to the terms and conditions and limitations of liability imposed by those providers, and as such any contracts are undertaken directly between you and the third-party accommodation provider. All such arrangements are made independently of Ireland Travel Club, regardless of any help and assistance which Ireland Travel Club may provide in securing such arrangements. Any damages made to accommodations by the Client are the responsibility of the Client. Any accommodation we arrange for you must only be used by those people named on your Confirmation Invoice (or on latest Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

15.5 Many activity arrangements referred to in the materials are provided independently by third-party activity providers. Such arrangements are subject to the terms and conditions and limitations of liability imposed by those providers, and as such any contracts are undertaken directly between you and the third-party activity and outdoor pursuits provider. All such arrangements are made independently of Ireland Travel Club, regardless of any help and assistance which Ireland Travel Club may provide in securing such arrangements.

15.6 Please note that no airline, carrier or third-party service provider depicted or recommended in the materials, by virtue of their endorsement of this brochure, represents themselves either as contracting with or having any legal relationship with Ireland Travel Club.

15.7 Every effort is made to ensure material accuracy at the time of going to print, however Ireland Travel Club cannot be held responsible for printing and typographical errors, or errors arising from unforeseen circumstances.

### **Validity**

16.1 All Ireland Travel Club tours are operated by: Ireland Travel Club, Westminster, MD 21158. Registered in the United States of America.

16.2 These terms and conditions are valid for all reservations made through 2019 and 2020.

### **Updating of Terms and Conditions**

17.1 Ireland Travel Club reserves the right to update and/or alter these terms and conditions at any time. It is the Client's responsibility to be familiar with these terms and conditions.

### **Acknowledgement of Risk**

18.1 I understand and acknowledge that my travel in connection with and participation in the travel arranged at my request by Ireland Travel Club may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognize the potential for injury and death which can result from my irresponsible and immature use



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of alcohol and/or illegal drugs in connection with or during this Trip. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip. In recognition of the inherent risk of the travel and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behavior and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Tour, and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me.

### **Release of Liability**

19.1 In consideration of the services and arrangements provided by Ireland Travel Club, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Ireland Travel Club, and its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees from any and all claims, actions, losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Tour and any activities conducted in conjunction therewith. I specifically understand and I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent act or conduct of the owners, officers, employees, affiliates, contractors, or subcontractors of Ireland Travel Club. Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against Ireland Travel Club, its owners, directors, affiliates, agents, contractors, subcontractors and employees, for any reason whatsoever.

### **Medical Authorization**

20.1 I hereby authorize any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

### **Medical Expenses**

21.1 I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.