

## Booking Conditions

The following conditions apply to the contract made upon acceptance of the booking by Celtic Travel Ltd trading as Celtic Travel ,The Travel Business and The Cruise Business (hereafter known as the company) provided the person signing the Booking Form has the full authorisation of all named individuals to enter into this contract.

A Non-refundable deposit, plus the full amount of any international and domestic flights will be required or, in the case of a late booking (i.e. within 12 weeks prior to the departure date) payment in full will be taken when the holiday is confirmed. The cost of your flights will also be taken on confirmation (dependent on flight price at the time of booking). Thereafter the balance of the holiday is due 12 weeks prior to the departure date (the due date will appear on the printed invoice and no reminders will be sent). Should the balance of the holiday not be received by the due date the Company reserves the right to cancel the holiday, after due notice, and the client forfeits their initial deposit.

### **Flights:**

All Flights are sold on a non-refundable basis unless otherwise stated.

Full names and DOBs must be supplied as per Passports

All Mistakes must be reported within 24 hours

**Credit Card** We do not charge any fees for the use of a credit or debit card.

**ATOL Protection - Your Financial 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.

### **TTA (Travel Trust Association, Member U7755)**

We are a member of the TTA, membership number U7755. We are obliged to maintain a high standard of service to you by the TTA's Code of Conduct. Under the terms of our membership of the TTA, money received from you is placed into a trust account that is overseen by an independent trustee. This money cannot be touched by us until either you have received your holiday, or we have obtained insurance against the financial failure of our suppliers in order that we can release funds to pay our suppliers in advance of your holiday. This thereby guarantees your holiday against any potential insolvency of either us or our suppliers. Each passenger is additionally issued with a "Stand Alone Safe Seat Plan" (the cost of which is included in your holiday), a guarantee provided by the TTA against our financial obligation up to a maximum of £11,000 per passenger, if by reason of fraud or dishonesty your money is not in the Trust Account. When you make a booking, you will be supplied with a guarantee certificate.

### **Passport, visa and health requirements**

It is the client's responsibility to ensure that they meet the requirements to be permitted entry into Destination Country and re-entry to the country of origin, including any passport, visa or health requirements. For UK passport holders this includes 6 months validity on the passport beyond the date of return... The Company cannot be held responsible for missed holiday or repatriation costs caused by the failure to meet these requirements.

### **Cancellation by The Client**

Any cancellation of a booking after an invoice has been produced, must be made in writing to the Company by the person who signed the Booking Form. If notification of cancellation is received more than 12 weeks prior to the departure date only the deposit is forfeited plus any Non-refundable flights and any advance pre-paid non-refundable services.

Cancellations received less than 12 weeks prior to departure, the following scale of cancellation charges will apply (there will be no refund of insurance premiums and premiums are not transferable).

- Less than 12 weeks: 50% of the total invoice excluding flights
- Less than 4 weeks: 100% of the total invoice excluding flights

Any flights purchased through the Company are subject to the airlines own cancellation policy and refunds are through the airline itself. The Company will be happy to negotiate with the airline on the clients behalf but cannot guarantee any outcome other than that stated on the airlines own website.

If, due to unusual circumstances, the balance of the holiday has not been paid and the booking is subsequently cancelled within the 12 week period prior to departure, the client is still liable for payment to the amount as set out in the above scale of cancellation charges.

If, however, you have taken out travel insurance you may be able to recover the

above charges if the reason, backed by official documentation, falls within the parameters of the insurance policy.

### **Client Amendments**

Should an amendment by a client be requested outside the 8 weeks before departure date, and provided the Company can confirm such a change, an amendment fee of £50 per booking will be imposed for itineraries of up to 3 hotels, thereafter £25 for each additional hotel. Amendments made within the 8-week period will be treated as cancellations and re-bookings. The normal cancellation charges will then apply. All amendments should be in writing, signed by the original Booking Form signatory.

### **Itinerary Changes**

Should you decide to deviate from your planned itinerary any additional expense resulting from such an action must be paid direct to those providing the service. No Refund Will Be Considered for Unused, Pre-booked Accommodation, Services or Flights.

### **Surcharges**

The price of your holiday is based on exchange rates as advertised in the Financial Times and is subject to surcharges on the following items: governmental action, currency, aircraft fuel, overflying charges, airport charges and increases in scheduled airfares. Even in this case, we will absorb an amount equivalent to 2% of the holiday price, which excludes insurance premiums, and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance or amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the amended invoice. Any surcharge applicable will be advised NO LATER than 35 clear days prior to the departure date.

### **General Force Majeure**

If war, threat of war, civil unrest, closure of airports, industrial action, threatened or actual terrorist activities or any other event (conditions are defined by the Commonwealth and Foreign Office in London and WHO ) Pest, Petulance, Disease and natural disasters and all other situations outside the control of the Company, either delays or extends the holiday or compels a change in the holiday arrangements during the holiday, the Company cannot accept liability for any resulting loss, damage or expense and no refunds will be made.

### **If We Have To Cancel Or Alter Your Holiday**

The Company guarantees that, subsequent to the date when the final balance of the tour, holiday or other travel arrangements becomes due, the Company will not effect cancellation, unless this becomes necessary as a result of force majeure or where the client defaults in payment. If prior to, or subsequent to the commencement of the holiday, a material alteration did become necessary through unforeseen

circumstances or force majeure, every effort by the Company will be made to offer a suitable alternative. If this change occurs prior to departure you will be offered the choice of (a) a suitable alternative (b) another available holiday or (c) the opportunity to cancel with a full refund.

Note: Material alterations shall not include delays in departures on tours, holidays or other travel arrangements caused by weather conditions, technical problems to transport, strikes, industrial action or other circumstances beyond the control of the Company.

### **Complaints**

In the event of any dissatisfaction with the accommodation or any other service provided by the Company, the matter **MUST** be reported immediately to the organisation concerned (i.e. Hotel Manager, Agents etc.) so that immediate action can be taken to remedy the problem. Thereafter the matter must be referred, in writing, to the Company within 28 days subsequent to the clients return.

### **Misadventure**

Where appropriate and subject to the Companies reasonable discretion, the Company will afford general assistance to clients who through misadventure suffer illness, personal injury or death during the period of the holiday arising out of an activity, which does not form part of the foreign inclusive holiday nor of any excursion offered through the Company. Where legal action is undertaken by the client, with the prior agreement of the Company, initial legal costs associated therewith shall be met by the Company providing a request for such assistance is received 90 days from the date of the misadventure. Total costs for any assistance shall not exceed £5,000 per booking form. In the event that there is a successful claim for such costs against a third party or there being a suitable insurance policy/ies in force, costs actually incurred by the Company shall be recoverable from the clients.

### **Cancellation Or Delay Of Aircraft Or Other Transportation**

We do not accept liability for any additional cost, which you may incur as a result of delays or cancellation of international or domestic flights, or any other transportation for any reason beyond our control. We regret that it is not possible to recover the cost of unused, pre-booked accommodation or service. Any additional costs involved in such a delay are to be met by the client. If delay is caused by technical problems, the airline will normally provide airport meals and accommodation where necessary. However, if caused by bad weather, strikes, traffic control etc., the airline will seldom offer any compensation as the delay is outside their control. (Some travel insurance policies cover possible recovery of these costs).

### **Travel Insurance**

It is a requirement that you must be insured during your holiday. We do not arrange insurance - please see our Insurance page for a suitable insurer.

