

Booking Terms and Conditions

IMPORTANT: PLEASE READ CAREFULLY THESE BOOKING TERMS AND CONDITIONS FOR YOUR FINANCIAL SECURITY.

In addition to many years of specialist holiday experience, the Specialist Holiday Group Ireland Ltd ("SHG I") (trading as Tropical Places, American Holidays, Crystal Holidays and Austravel) with whom you make your contract, which is proud to be a part of the World of TUI. Our registered Office is at 18-19 Duke Street, Dublin 2. We are licensed as a Tour Operator by the Minister for Public Enterprise License No. T.O. 029 to whom we provide an approved bond for the financial security of all monies that you pay to us. We are also licensed as a Travel Agent with the Minister for Public Enterprise License No. 0136. Our Company Registration number is 045287

A BOOKING TERMS & CONDITIONS. Package Holidays

The following Terms & Conditions apply when you book a Package Holiday with us.

In these conditions the word Organiser 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 to buy 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 the holiday you have bought. The Retailer is the person who sells the holiday to you, he is not responsible for organising the flight, accommodation or other component parts of the holiday.

1. THE CONTRACT

(a) No contract shall arise until (i) the Consumer, via the travel agent or our sales staff, asks for the booking to be confirmed; (ii) we have received the deposit payment or full payment for the holiday in accordance with Clause 10 of our Booking Terms and Conditions; and (iii) we have issued a Confirmation Invoice to the Consumer or the travel agent. * The booking is confirmed when the travel agent receives a booking reference number, via their computer system, or when this number is advised orally by our sales staff to the Consumer or the Consumer's agent in the context of a tele-sale. Upon receipt of the Confirmation Invoice the Consumer should then sign the Confirmation Invoice and return it to us by post or email. The terms of contract are contained solely in these Booking Terms and Conditions, the Confirmation Invoice, the Organiser's brochure or other descriptive material, any airline or sailing ticket issued and the itinerary issued by the Organiser.

(b) The Organiser reserves the right to terminate the contract with the Consumer if the behaviour or conduct of the Consumer either prior to or during a holiday is likely to endanger the safety or well being of other Consumers in his company or that of the Consumer himself, the Organiser, or that of the Organiser's representatives, contractors, agents or employees and the cancellation charges as provided for in Clause 10 of this Booking Form are payable by the Consumer. Further, where, as a result of the Consumer's actions or the actions of any other person who is listed on this Booking Form either or both of the following incidents occur:

- (i) there is a delay or diversion to the means of transportation the subject of this contract;
- (ii) the accommodation in which the Consumer is staying is damaged; the Consumer, hereby agrees to indemnify the Organiser against any claim (including legal costs) made against the Organiser in relation to the occurrence of such incidents.

2. PERSONS WITH SPECIAL NEEDS

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 person with special needs where disclosure of the special need 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 person with special needs where in the Organiser's opinion that holiday would be inconsistent with the special needs of a person with special needs.

3. TICKETS

Reservations

Be aware that certain airlines do not maintain "real time" seat availability in the airline reservations system to which we connect. Whilst every effort is made to reflect the true situation, instances may occur when airlines cancel sales. SHG I will advise you if this is the case and will endeavour to reinstate your booking.

Tickets

If it is not possible to get your flight tickets to you (e.g. because your travel date is imminent) we may insist that you have an "e-ticket" or a TOD (ticket on departure) generated. A TOD is when you will have to pick up your ticket at your point of departure. We will ensure you know exactly where to pick up your tickets.

Where an airline provides e-ticketing on a specific route this will be the only ticketing option made available. Electronic tickets are stored in the airline's computer rather than printed on paper. The service is similar to the traditional paper ticket process but eliminates the time and hassle associated with purchasing or exchanging a paper ticket.

When you arrive at the airline check in desk you will be required to present an official form of identification (i.e. passport) to receive your boarding pass. Please note that you must print out your confirmation page or confirmation email to show to the airline. Because your e-ticket is held in the airline's computer, you cannot forget it or lose it. More importantly, your e-ticket cannot be stolen, saving you the cost of a replacement ticket. You do not have to wait for your e-ticket to be delivered to you.

Lost Tickets

If you lose your tickets, it may be possible to re-issue them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-issued; which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their delivery. Lost tickets which cannot be reissued are refunded at the sole discretion of the airline; these refunds can take up to one year to be authorised.

4. SPECIAL REQUESTS

Special requests (e.g. ground floor accommodation, seaview, flight seat allocations, etc.) shall be communicated by the Consumer in writing to the Organiser or Retailer at the time of making the booking. The Organiser shall use reasonable endeavours to fulfil such requests. The granting of such requests is the sole responsibility of the property management/airline supplier. No liability shall attach to the Organiser for failure to comply with a special request and such requests do not form part of the contract.

5. PRICE VARIATION

All prices quoted are stated in Euros and are based on tariffs and exchange rates current and appropriate at the time of publication. If any of these vary the cost of the holiday may increase or decrease accordingly. Any such increase/decrease must be paid by or refunded to the Consumer. During the period of twenty days prior to departure date, the price specified in the contract shall not be increased by the Organiser. The circumstances in which the price may be varied shall only be to allow for changes in: (a) transport costs, including the cost of fuel, (b) duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or (c) the exchange rates which apply to the particular package.

6. 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 authorities 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) It is also the sole responsibility of the Consumer to ensure that he is in possession of all travel documentation i.e. passports, visas (where relevant) and that same are in order. The Consumer hereby agrees to indemnify the Organiser for any costs incurred by the Organiser as a consequence of the Consumer being denied transportation or entry as a consequence of the Consumer failing to have their travel documentation or same not being in order. All passengers including children under the age of 16 should have individual passports. (f) Pursuant to Regulation EC261/04 airline passengers are granted 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 published 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.

7. LIABILITY

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 or 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 are 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 paid 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 or due to be 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 and compensation 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 EUR112,000) 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 EUR17,900).

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 EUR 4,600).

Baggage delays: In case of baggage 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 baggage delay is limited to 1,000 SDRs (approximately EUR1,100).

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately EUR 1,100). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is only liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to the checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the actual carrier, the passenger has the right to address a complaint or to make a claim for damage against either. If the name or code of an air carrier is indicated that air carrier is the contracting air carrier.

Time Limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the member states. A copy of the conditions of carriage applicable to the holiday and the Convention referred to above, can be supplied on request. In the event of any liability on the part of the Organiser for injury, illness or death, no payment will be made unless the following conditions are complied with: (I) the Consumer must advise the Organiser in relation to the injury or illness while the Consumer is at the resort and must also write to the Organiser within three months of the completion of the holiday; (II) the Consumer must transfer any rights that the Consumer has, in respect of such injury, illness or death against any person to the Organiser; (III) the Consumer must co-operate fully with the Organiser to enable the Organiser or its insurers to enforce such rights.

8. COMPLAINTS

(a) Without prejudice to the Consumer's rights under Clause 8(b) below, if the Consumer wishes to make a complaint in relation to a holiday, he must immediately inform the Organiser's representative at the location where the Consumer is when the complaint arises, thereby affording the Organiser reasonable opportunity to rectify any matters that have arisen. The Consumer shall, if the Organiser requires it, complete a form setting out the detail of the Consumer's complaint. Should any issue persist please contact our Dublin office for further assistance. If the Consumer fails to comply with such requirement, the Organiser shall be entitled to recover the cost from the Consumer of any additional expense incurred by it in carrying out subsequent investigation of a complaint, which is found to be unjustified. (b) The Consumer shall be obliged to notify the Organiser by e-mail at customerservices@shgi.ie, as this is our preferred method of communication, or in writing of any complaint not later than 28 days after his return to the port of departure or termination of the holiday whichever is the earlier and no complaint received thereafter shall be entertained.

9. GOVERNING LAW AND JURISDICTION

The terms of the contract (as provided for in Clause 1(a) of this Booking Terms and Conditions) are to be interpreted under and are subject to the laws of the Republic of Ireland. The parties hereby, irrevocably submit to the jurisdiction of the Courts of the Republic of Ireland.

10. PAYMENT

a) Payment in Full

The holiday must be paid for in full at least 8 weeks before the scheduled date of departure or if the contract is made later than 8 weeks before the scheduled date of departure, it must be paid for in full on the signing of the Booking Form.

b) Deposits & 3rd Party Deposit

All Deposits are non-refundable. Holidays involving Cruises, Charter Flights, Coach Tours, Holiday Homes, Train Tours and/or other outside supplied product will also involve the payment of the deposit required by the 3rd party supplier, this extra deposit will be confirmed and collected at the time of booking.

c) Instant Purchase Fares

Because of the ever changing nature of airfare structures and the increasing availability of instant purchase air fares most of the flights which we sell must be paid for in full at the time of booking together with our normal deposit.

d) Cancellation Policy

If you do not need to cancel your travel plans it is your responsibility to notify us in writing. If you do not pay for the package in full at least eight weeks before the scheduled date of departure we shall have the option of cancelling the holiday or if you notify us in writing that you wish to cancel the holiday certain, specific charges are payable by you the consumer. The following charges which are expressed as a percentage of the holiday cost will be made: American Holidays, Tropical Places and Austravel
56 days or more less of deposit plus insurance
55-29 days 40%
28-22 days 60%
21-8 days 90%
7-0 days 100%

All cancellation charges apply to each person covered by a booking. As cancellation cover applies immediately, any insurance premium paid is not refundable.

i) Cruise & other 3rd Party suppliers

Cancellation of cruise bookings and other 3rd party products incur charges in addition to the above cancellation charges. These charges will vary depending on the 3rd party supplier which in most cases can be up to 100% of the cost of the cruise.

ii) Ticketed flights

Cancellation of holidays involving ticketed flights once tickets have been issued will incur the above charges together with additional charges which may be levied by the airline, which in most cases can be up to 100% of the cost of the airfare.

e) Cancellation for Non Payment

If the holiday is not paid for by the due date, the Organiser shall have the right to cancel the holiday. If the Organiser, at the request of the Consumer or Retailer, agrees to delay cancellation of the holiday, then if the Organiser subsequently cancels for non-payment, the cancellation charges set out above shall apply and be payable by the Consumer.

11. SUBSTITUTION

(a) As a result of new security systems in place with all scheduled airlines, name changes are strictly not allowed and we are unable to provide the facility of name changes for any airline tickets. We will endeavour to rebook a new ticket at the same fare, however, this is not always possible. The relevant administration fee will also apply should a new ticket have to be issued. (b) Where the Consumer is prevented from proceeding with the holiday, he may transfer his booking to a person who satisfies all the conditions required to be satisfied by a person who takes the holiday, having first given the Organiser or Retailer reasonable notice in writing of his intention to do so before the departure date (such notice shall not be less than 28 days prior to the date of departure). The transferee of the Consumer must sign a Booking Form and comply with any other requirements of the Organiser applicable to the holiday. (c) A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to the Organiser or Retailer for payment of any balance due in respect of the holiday and for the relevant substitution fee per person substituted. (d) Insurance is not transferable. (e) In accordance with the terms of Clause 1(a) the Consumer who transfers a holiday booking and the transferee should be aware that some suppliers, such as carriers, impose cancellation fees and apply restrictions which are not within the control of the Organiser and for which the Organiser shall not be held liable.

12. ALTERATION BY THE CONSUMER

If after acceptance by the Organiser a Consumer wishes to alter a holiday, the Organiser may do so at its discretion if practicable. A request for alteration must be made by the Consumer by e-mail or in writing to the Retailer (who shall forward same to the Organiser) or, where the booking has been made directly with the Organiser to the Organiser and must be accompanied by the relevant administration fee per person, (which payment is not refundable). If the alteration is impracticable the original holiday arrangement shall continue to apply. No alterations are permitted to bookings within 28 days of the date of travel. No alteration by the consumer shall be effective until such time as the Organiser issues written confirmation of acceptance of such alteration and the contract between the Organiser and

the Consumer shall be thereby amended to include such alteration. If only some of the Consumers booking request a change, which is found to be practicable, a price adjustment for all Consumers on the same booking may be payable and must be discharged on the date shown in the Organiser's written confirmation of such change. If default is made by the Consumer in complying with the foregoing requirements, the Organiser shall have the right to cancel the holiday in accordance with Clause 10 and the cancellation charges as provided for in Clause 10 are payable by the Consumer. Once travel has commenced, no changes or alterations may be made by the Consumer and no refunds shall be made in respect of flights or other travel arrangements, which are not availed of.

13. ACCOMMODATION ON REQUEST

If the Organiser is unable to obtain the particular accommodation requested by the Consumer, the Organiser shall take all reasonable steps to make a comparable alternative available to the Consumer. If the accommodation requested by the Consumer cannot be confirmed or an alternative offered or if the alternative offered is not acceptable to the Consumer, the Consumer shall be entitled to a refund of all monies paid to the Organiser unless otherwise agreed between the parties at time of booking.

14. RESORTS

(i) Building Works

Whenever the Organiser learns of a development work likely to affect enjoyment of the holiday, the Organiser will endeavour to contact the consumer if there is time before departure. If such work, in the organiser's opinion will seriously impair the enjoyment of the consumer's holidays, the organiser will offer an alternative holiday or a full refund of monies paid.

(ii) Conventions

Many of the destinations which we feature are popular locations for conventions of all varieties including business, special interests, social & sporting events. If you do not wish to holiday in a destinations where conventions are held you should request us to make enquiries in relation to your preferred destination before proceeding with the booking.

15. ALTERATIONS AND CANCELLATIONS BY THE ORGANISER

(a) Without prejudice to the Consumer's statutory rights, the Organiser reserves the right to alter, change, curtail or cancel a holiday. (b) If as a consequence of "force majeure" (as defined in sub-paragraph (f) of this clause), the Organiser is obliged to curtail, alter, extend or cancel a holiday, the Consumer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the holiday. (c) A minimum number of bookings are required for a programme of holidays. The Organiser's obligation to provide that programme shall be contingent upon the Organiser receiving and maintaining that minimum number of bookings. In the event that the Organiser does not receive the minimum number of bookings or having received such minimum number has that number reduced by reason of cancellations or transfers by the Consumers or otherwise, the Organiser shall be entitled to cancel or curtail the relevant programme at any time up to 4 weeks prior to the departure date and the Consumer shall not be entitled to make a claim for loss arising as a consequence of cancellation or curtailment in these circumstances. The Organiser shall notify the Consumer within seven days of any cancellation or curtailment necessitated by the foregoing circumstances. (d) (i) If prior to the departure date there is a cancellation, alteration, change or curtailment relating to a holiday, which results in more than 18 hours change in the time of departure or return, or a change of resort or in the type of accommodation offered, or some other change which fundamentally alters the holiday, the Consumer shall be entitled to withdraw from the contract without penalty or to accept the alteration to the contract. (ii) The Consumer shall inform the Organiser or the Retailer (as appropriate, in light of the Organiser's instructions) of his decision to accept the alteration to the contract or to withdraw from the contract, in writing, within 7 days from the date upon which the Consumer was notified of a circumstance falling within Clause 15(d)(i). Where the Consumer confirms acceptance of the alteration to the contract, the contract between the Organiser and the Consumer shall thereby be amended to include such alteration. (iii) Where the Consumer withdraws from the contract pursuant to Clause 15(d)(i) or where the Organiser, for any reason other than the fault of the Consumer, cancels the package prior to departure the Consumer is entitled (a) to take a replacement package of equivalent or superior quality if the Organiser (whether directly or through a Retailer) is able to offer such a replacement, as may be offered by the Organiser; or (b) to take a replacement package of lower quality if the Organiser is able to offer such a replacement and to recover from the Organiser the difference in price between that of the package purchased and the replacement package, as may be offered by the Organiser; or (c) to have repaid as soon as possible all the monies paid under the contract. (iv) In the event that the offer of an alternative holiday is not accepted by the Consumer, in writing, within such time as shall be determined by the Organiser, from the date of the offer of the alternative holiday the Organiser shall assume that the Consumer has declined such offer and the Consumer shall only be entitled to return of payments made. (e) Further, where the Organiser cancels, alters, changes or curtails the holiday as contemplated in Clause 15(d) the Consumer shall be entitled to receive compensation in accordance with the scale set out in this sub-paragraph. No compensation shall be payable where the alteration is for the reasons referred to in Clauses 15(b) or 15(c) or where the Consumer accepts the alteration as provided for in Clause 15(d)(i).

Notification Period Prior to departure date	Compensation per Person
Within 8 weeks	€15
Within 6 weeks	€25
Within 4 weeks	€35
Within 2 weeks	€45

(f) In accordance with the provisions of Clause 1(a) the Consumer should be aware that some suppliers, such as carriers, impose cancellation fees and apply restrictions which are not in the control of the Organiser and for which the Organiser shall not be held liable. In this Booking Form the term "force majeure" means unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer or other suppliers of services, the consequences of which could not have been avoided even if all due care had been exercised or an event which the Organiser, the Retailer or the supplier of services even with all due care could not foresee or forestall, including, Acts of God, natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, riots, acts of war, civil commotion, exercise of legislative, municipal, military or other authority, strikes, industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service supplier connected with a holiday, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

16. 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. It is the responsibility of the Consumer to check that the insurance scheme provides the Consumer with his desired level of cover. In arranging

any 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.

17. DATA PROTECTION

A. The Organiser is committed to protecting your privacy and information. A copy of our privacy policy is available on request from us. The information that we use is for the purpose of fulfilling our contract as an Organiser. Information that you provide us will be held on our computers (and in other ways) for use by us for the following purposes:- (i) Booking Information (ii) 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; (iii) If you apply for insurance, then we may process information (including medical information) about you (or your travelling party) and pass it to the insurers; (iv) 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 prevention and or debt collection; (v) To contact you via e-mail, letter or phone with details of the SHG I or selected suppliers' products and services including financial services, which may be of interest to you. By entering into a contract with us you agree to the use and disclosure of information by the SHG I as described. A copy of your personal information held by SHG I can be provided on request. You have the right to have any inaccurate personal information rectified or erased.

B. Please note that airlines are required by new laws introduced in a number of countries, the USA, Canada, Mexico, Dubai, Johannesburg, Thailand (this list is subject to change) 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.

18. IDENTITY OF CARRIERS

We are obliged to inform you, at time of booking, of the identity of the operating air carrier(s) which is due to perform, or likely to perform, your flight and if there are any changes to the operating air carrier(s) we are obliged to inform you of any such change(s) as soon as possible. If we don't know the identity of the operating carrier(s) at time of booking, we must inform you of same as soon as such identity is established. In all cases, we are obliged to inform you of the identity of the operating air carrier at check-in or on boarding, where no check-in is required for a connecting flight. In accordance with EU Directive – (EC) No.2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community Blacklist', which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm

19. Excursions

Excursions include, but are not restricted to, any sightseeing trips, gigs, events or other tours attended in resort for which additional payment is required. Where an excursion(s) is booked and/or paid for in resort the excursion(s) do not form part of your contract with us and are not subject to the Package Holidays and Travel Trade Act, 1995. We do not have any responsibility or liability whatsoever for anything which may go wrong on the excursion booked at resort. We, our servants, employees or agents are acting, depending upon the actual excursion booked at resort, either as agents for the relevant excursion supplier or as agent for you. In any event the contract for any excursion booked at resort is between you and the excursion provider. It is your responsibility to note carefully any conditions of contract contained in any excursion, literature, ticket or receipt you are given. For excursions booked in resort you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the Courts of that country also.

BOOKING TERMS & CONDITIONS FLIGHTS

The following Terms & Conditions apply when you book Flight Only with us.

1. Contract

Any booking made or order placed by you, whether through the SHG I website or otherwise, shall be deemed an offer by you to purchase the relevant items subject to these booking conditions. Note that SHG I are selling the tickets as agents for the airlines, which means the contract for the flight product will be between you and the airline. Please note that for each ticket there are additional terms which are specific to that fare. Most instant purchase tickets are non-refundable when cancelled. You are responsible for complying with any airline's terms in relation to check-in times, reconfirmation of flights or other matters. In relation to flight tickets, you are required to use all flight coupons in order of sequence. If this requirement is not met the airline may void the ticket.

2. Reservations

Be aware that certain airlines do not maintain "real time" seat availability in the airline reservations system to which we connect. Whilst every effort is made to reflect the true situation, instances may occur when airlines cancel sales. SHG I will advise you if this is the case and will endeavour to reinstate your booking.

3. Tickets

If it is not possible to get your flight tickets to you (e.g. because your travel date is imminent) we may insist that you have an "e-ticket" or a TOD (ticket on departure) generated. A TOD is when you will have to pick up your ticket at your point of departure. We will ensure you know exactly where to pick up your tickets. Where an airline provides e-ticketing on a specific route this will be the only ticketing option made available. Electronic tickets are stored in the airline's computer rather than printed on paper. The service is similar to the traditional paper ticket process but eliminates the time and hassle associated with purchasing or exchanging a paper ticket. When you arrive at the airline check in desk you will be required to present an official form of identification (i.e. passport) to receive your boarding pass. Please note that you must print out your confirmation page or confirmation email to show to the airline. Because your e-ticket is held in the airline's computer, you cannot forget it or lose it. More importantly, your e-ticket cannot be stolen, saving you the cost of a replacement ticket. You do not have to wait for your e-ticket to be delivered to you.

4. Flight Reconfirmation

All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey unless specifically informed otherwise by that airline. SHG I accepts no responsibility for bookings cancelled due to non-compliance with rules set by that particular airline. SHG I also take no responsibility for any flight rescheduling en route.

5. Passports/Visas/Health Requirements

SHG I is very happy to inform you of current travel documentation requirements if you so require. It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit (even if it is for a plane change). Many countries require that your passport should be valid for a period of (a minimum) six months from the date of arrival into that country. SHG I does not accept

any responsibility if you should be denied boarding or deported due to non-fulfillment of the above. All passengers including children under 16 require individual passports.

6. Insurance

The Organiser strongly urges you to carry appropriate travel insurance to cover you for cancellation, health, baggage etc.

7. Airline regulations/conditions of carriage

Please note that in all transactions SHG I acts as agents of the airlines you have chosen to book on. Conditions of carriage are available on request.

8. Cancellation / Amendments

If you need to change or cancel your travel plans, it is your responsibility to notify SHG I in writing of such request. Most tickets are non-refundable, but some can be amended for a change fee, plus any applicable penalties. Most scheduled airlines do not allow name changes. SHG I can apply the relevant administration fee per booking for any modifications, changes or cancellations to fares. This will be regardless of the price or face value of the fare. In addition to the SHG I charges, most airlines also have a penalty or cancellation fee for any changes or cancellations to fares.

9. Refunds

If you want to cancel your journey it is important that you notify us in writing with utmost urgency. This enables us to cancel your reservation with the airline. Please note most instant purchase tickets are non-refundable when cancelled. If you already have your ticket please submit it to us. Tickets must be sent to:

Specialist Holidays Group Ireland
Accounts Department
18-19 Duke Street
Dublin 2
Ireland

On receipt of the ticket we will send you an acknowledgement that we have received it. Those tickets which are refundable or cancelled by us will be processed and refunded back to your credit card in approximately 16 weeks from our receipt of the ticket. Some tickets may need to be submitted to the airline for the cancellation and/or refund to be authorised. In this event your refund request may take longer, but we will advise you in our acknowledgement of the expected turnaround period. Please note that most airlines do not refund on part used tickets. Tickets which are returned more than 1 year from date of issue are classified as expired tickets and must be submitted to the airline for their authority to refund.

10. Lost Tickets

If you lose your tickets, it may be possible to re-issue them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-issued; which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their delivery. Lost tickets which cannot be reissued are refunded at the sole discretion of the airline, these refunds can take up to one year to be authorised.

11. Liability

As SHG I acts as agent this will mean that it will have no contractual liability to you in respect of the flight product. However, it may still be liable to you if it has been negligent; it has misrepresented important information or has been in breach of any other relevant law.

12. Unreasonable behaviour

If in the reasonable opinion of a person acting in authority you are not fit to travel, he or she may refuse to let you board the aircraft. Normally this happens if such person thinks you are likely to disturb or harm other passengers. In this case your contract with SHG I will end immediately and we will no longer be responsible for you

13. Charter Flights

In the sale of charter flights SHG I acts as agent for various third party suppliers. The contract for the charter flight will be between you and the relevant supplier and you will be subject to their terms and conditions. In addition as we incur cost in administering cancellations and modifications, if you ask us to administer any relevant cancellation and/or amendment on your behalf we will charge an administration fee. Please be aware that this fee will be in addition to any charge you may have to pay the supplier

BOOKING TERMS & CONDITIONS HOTELS

The following Terms & Conditions apply when you book Accommodation Only with us.

1. Legal Capacity: When we book accommodation for you we are acting as your agent and in such circumstances our role is limited to the following services unless otherwise specifically agreed in writing: -(a) the effecting of a reservation; (b) the procuring of confirmation of such reservation; (c) the forwarding of consideration tendered by you for such reservation to the accommodation supplier; & (d) the confirmation on your behalf of your, the consumer's, acceptance of the accommodation supplier's terms and conditions. A copy of any accommodation supplier's terms and conditions are available on request. When we deal with you as your agent we have no contractual liability for the services, which we have purchased on your behalf.

2. Prices & Fees: Prices stated are on per room per night basis and include VAT unless otherwise stated. Resort fees, extra bedding such as cots and rollaway beds are payable locally in some hotels but can be requested through us. Unless otherwise stated, breakfast, lunch and dinner are not included. Star ratings may differ according to the country where the hotel is located and are out of our control.

3. Photographs Of Rooms: Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room provided.

4. Modifications/Cancellations: If you wish to cancel your hotel room, please contact our Operations Department by telephone on 014331050. We also accept email cancellations on amendments@shgi.ie. It is essential to include your booking number, registered email address and details of your cancellation. In the event of cancellation for whatever reason you shall be liable to pay SHG I the relevant administration fee per person. This could be in addition to any cancellation charges & local taxes any hotel may impose.

5. Force Majeure: We will not be liable for any changes, cancellation, effect on your booking, loss or damage suffered by you or for any failure by the accommodation providers and/or us to perform or properly perform any of our respective obligations to you which is due to any event(s) or circumstance(s) if the non performance is caused by force majeure. By way of example force majeure includes, but is not limited to, war, revolution, terrorist act, closure of borders, epidemic, natural catastrophe or other causes that seriously affect both parties and in particular the place where the accommodation provider is located as well as our country of origin and other unforeseeable causes beyond our control.

6. Building Works: Refer to A: Package Holidays Clause 14.