

Booking Conditions

In this booking form 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 whose behalf you agree to purchase the holiday and who is listed on the booking form or any other person to whom you transfer a holiday which you have bought.

1. The Contract

a) The terms of contract with a consumer are contained in the booking form, the organiser confirmation, the organiser's brochure or other descriptive material, organiser's website, any airline or sailing ticket issued and the itinerary issued by the organiser and as appropriate any combination of the said items and material. A contract will be deemed to exist incorporating the above terms from the time that the consumer confirms a booking whether by means of an oral, telephone, written or electronic confirmation and when required by the payment of a deposit for the service to be provided.

b) The organiser reserves the right to terminate this contract if the behaviour or conduct of a consumer either prior to or during a holiday is likely to endanger the safety or wellbeing of other consumers in his company or that of the consumer himself.

c) As appropriate to the tour service to be provided the following terms and conditions will apply to one day, specific event and short-term tours organised by Matthews Coach Hire Limited.

2. Persons with a Disability.

It shall be the consumer's responsibility to disclose to the organiser any physical, mental or dietary conditions of a member of his party which may be relevant. The organiser reserves the right to decline to provide a holiday for a disabled person where in the organiser's opinion that the holiday would be inconsistent with the special needs of the disabled person. Matthews Coach Hire Ltd will always ensure that the practices and procedures of the company comply with the provisions of the Equal Status Act 2002 as amended.

3. Payment

A non-refundable deposit of €10 per person is required on all day trips and a 10% deposit on the full cost of all extended breaks. Deposits are due within 5 days of making the reservation. The holiday must be paid in full at least 8 weeks before the scheduled date of departure. If payment is not received as scheduled, the organiser shall have the option to automatically cancel the holiday and any deposit paid will be forfeit. All cancellations must be advised in writing, by post or email to info@matthews.ie. Cancellations received prior to departure date are subject to the following cancellation charges:

8 weeks or longer – forfeit of deposit, within 8- 5 weeks – 25% per person, within 5-3 weeks – 45% per person
within 3 weeks to 8 days of departure – 75% per person , within 7 days of departure – 100% per person

4. Substitution

(a) Where the consumer is prevented from proceeding with the holiday, he/she may transfer his/her booking, having first given the organiser reasonable notice (8 weeks) in writing of his intention to do so before the departure date. The transferee from the consumer must sign a booking form and comply with any other requirement of the organiser applicable to the holiday. (b) A consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to the organiser for the payment of any balance due in respect to the holiday booking.

5. Special Requests

Special requests (e.g. ground floor accommodation, sea view, etc.) shall be communicated by the consumer in writing to the organiser at the time of making the booking. The organiser shall use reasonable endeavours to fulfil such request. The organiser shall only be obliged to provide services in accordance with special requests where it

specifically commits itself in writing to do so. No liability shall attach to the organiser for failure to comply with a special request which has not been confirmed in writing.

6. Alteration by the Organiser

- a) The organiser reserves the right to alter, change, curtail or cancel a holiday.
- b) The organiser has a minimum number of bookings required for a programme of holidays to operate. The organiser's obligation to provide that programme shall be contingent upon the organisers receiving and maintaining that minimum number of bookings. In the event 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 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 the circumstances. The organiser shall notify the consumer within 7 days of any cancellation or curtailment necessitated by the forgoing circumstances.
- c) The organiser reserves the right to cancel the package due to force majeure, that is to say the package is cancelled by reason of 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.
- d) In this booking form, the term 'Force Majeure' means Act 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, military or other authority, strikes, industrial action, requisition of equipment, mechanical breakdown, insolvency or default of any carrier or service connected with a holiday, fraud perpetrated against the organiser or any other reason beyond the control of the organiser.
- e) 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 a change of destination or in the type of accommodation offered, or some other change which fundamentally alters the holiday, the consumer is entitled to:
 - i) take a replacement package of equivalent quality if the organiser is able to offer such a replacement or;
 - ii) 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.

7. Insurance

The Organiser strongly advises all passengers to purchase insurance for tours that are not within the state. Travel insurance is available from most travel agents.

8. Children

Children aged 12 or over are charged at the full adult fare but must be accompanied by an adult at all times. Children under 5 are not permitted to travel on coach tours.

9. Default by the Consumer

- a) The consumer shall check all travel documentation immediately when it is furnished to him/her. If the consumer considers any document is incorrect or has a query in relation to its contents, he/she shall forthwith notify the organiser of his/her concern and the organiser shall respond as soon as possible
- b) The consumer is solely responsible for ensuring that he/she presents him/herself 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 consumers, the organiser shall not be obliged to carry the consumer and shall be entitled to treat the holiday as having been cancelled by the consumer.

c) The consumer is restricted by regulation of carriers and executive authority with regard to the weight, type and contents of baggage which he/she may take on board the craft and/or vehicles which includes prohibited items in his/her luggage or on his/her person or items which exceed weight or dimension restrictions applicable.

d) The consumer hereby agrees that he/she shall abide by all instructions or directions given by a member of the organiser's staff or any crew member of a carrier's craft or vehicle used in connections with the holiday and hereby agrees to indemnify the organiser's staff 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 directions or instruction.

10. Price Variation

All prices are stated in Euro 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 accordingly. Any such increase must be paid by the customer. However, no variations shall be applied where the combined effect would result in an increase of less than 2% of the cost of the holiday. During the period of 20 days prior to the departure date, the organiser shall not increase the price stated in the brochure.

11. Complaints

Should any passengers have cause for complaint for any reason, whilst on holidays the following must be observed. If a passenger has reason to complain about the accommodation, food or service, at any guesthouse or hotel, such complaint should be made in the first instance direct to the proprietor or manager of the establishment concerned at the time that they arise, and shall if the organiser requires complete a form settling out the detail of the consumer's complaint. In cases of complaint the organiser or local representative shall make prompt efforts to find appropriate solutions. The periods within which the consumer must make any complaint about the failure to perform or the inadequate performance of the contract provided shall be twenty eight days from the date of completion of the package.

12. Safety

All passengers must remain seated in the interest of safety whilst vehicles are in motion. Seat belts are fitted and must be worn at all times. Movement to the contrary is at passengers own risk. At no time may drinking alcohol or smoking be permitted on any coach, bus or other transport provided. Matthews Coach Hire Limited and their agents reserve the right to refuse passage to any persons who are found in violation of these safety conditions, or who are found to be a danger to themselves or any other passengers. These persons forfeit any claim for compensation or refund.

13. Jurisdiction

(a) The contract arising from any confirmed holiday booking is to be interpreted under, and is subject to, the laws of the Republic of Ireland.