

YOUR CONTRACT IS WITH LEISURE BREAKS/MARTINS WORLD GROUP, A MEMBER OF ABTA (ABTA 42639 AND V1619) TRADING AS LEISURE BREAKS AND LEISURE GOLF

1. Your Holiday Contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we confirm your booking and make a payment. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

2. Your Financial Protection

We provide security for the monies that you pay for the holidays booked from this brochure. We provide this security by way of our ABTA V1619 membership.

3. Your Holiday Price

a. We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

b. When you make your booking you must pay a deposit, the minimum amount is £50 per person but we may ask for a higher figure depending on the holiday chosen. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. If the deposit and/or balance is not paid in time, we may cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

c. Once booked and monies paid, the price of your travel arrangements is fully guaranteed and will not be subject to any fuel or currency surcharges. Only government action affects this guarantee.

4. If you change your booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £20, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Note: Certain travel arrangements (e.g. Air Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

5. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 6.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6. If we change or cancel your holiday

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than four weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid to us or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative

is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid.

If you cancel your holiday

Period before departure	Amount of cancellation charge
More than 42 days	Deposit Only
29-42 days	40% of holiday cost
1-28 days	75% of holiday cost
Less than one day	100% of holiday cost

Any additional or non refundable supplier charges will not be refunded.

FORCE MAJEURE: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

7. If you have a complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at 46 Knifesmithgate, Chesterfield, Derbyshire S40 1RQ, giving your booking reference and all other relevant information.

8. What happens to complaints

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes under a special scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators.

The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website www.abta.com

The Scheme does not apply to claims for an amount greater than £5,000 per person.

There is also a limit of £25,000 per booking form. Neither does it apply to claims that are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims that include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday.

Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires your tour operator to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com

9. Our Liability to you

If the contract we have with you is not performed, or is improperly performed by us, or our suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to; you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at 46 Knifesmithgate, Chesterfield, Derbyshire S40 1RQ. Tel: 01246 221717. Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 or www.auc.org.uk

10. Personal injury unconnected with your booked travel arrangements

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs/benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

11. Passport, VISA and Immigration requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under two years of age on the date of their return flight.

12. Holiday/Travel Insurance

We offer extremely competitive rates with Preferential Insurance.

Simply visit our websites at:

www.irelandbreaks.co.uk

www.leisuregolf.co.uk

Click on Travel Insurance, and get instant cover online at premiums we think you will like. Nothing could be simpler to protect you and your family.

Conditions of Carriage: Any transport arranged through us as part of a package is arranged by us as your agent, and your contract for the transport itself is directly between yourself and the carrier, and is subject to their terms and conditions. These will be detailed on your travel documents and copies can be supplied upon request.

All our holidays are covered by our ABTA bond for sail-drive holidays and by our CAA bond for fly-drive packages. All ferry services are supplied by schedule operators.



All information and prices are correct at time of going to print. Please confirm all details and prices with our staff at time of booking. Your written confirmation will be your final price.

We reserve the right to change brochure prices, but the prices of all confirmed bookings are guaranteed against currency fluctuation.

Martins World Group, Leisure Breaks and Leisure Golf. Travel are trading names for the partnership owned and operated by Martin J Founds, Jean E Founds and John Founds (part of the Martins World Group). Registered address 25 Market Place, Bolsover Chesterfield, S44 6PN. Trading address 46 Knifesmithgate, Chesterfield S40 1RQ. Tel 01246 221717 Fax 01246 220080.

email: irelandbreaks@irelandbreaks.co.uk

website: www.irelandbreaks.co.uk

Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide, such as name, address, any special needs/dietary requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, public authorities such as customs/immigration if required by them or as required by law.

Your data controller is: **Martins World Group**

You are entitled to a copy of your information held by us. If you would like to see this please contact Martins World Group. We may make a small charge for providing this to you.

Emergency Telephone Contact

During office hours **01246 221717**

Outside office hours – your accommodation supplier, or insurance emergency number on your policy document.

Durations

The number of nights quoted is based on bednights abroad. Some journeys may include overnight travel and unless stated, these nights are added to your total stay. i.e. a seven night accommodation holiday with an overnight journey in each direction equals a nine night/ten day holiday.

Accommodation

(Commences on day of arrival)

Normal check-in times commence around 3pm and checkout is usually 11am.

This gives your host time for cleaning. For early arrivals facilities are usually available for storing luggage therefore allowing you extra holiday time. If the property or room has not been occupied the previous night early check in may be allowed.

Medical Costs

Reduce your medical treatment costs with a European Health Insurance Card (EHIC). Apply at your post office, online at www.dh.gov.uk or phone 0845 606 2030 (Make sure you have your National Insurance number handy).

Ferry check-in times

Norfolk Line minimum two hours

Rest minimum one hour

Sail Drive

Have your car serviced about one week prior to departure. Check your vehicle insurance by notifying your agent/broker of your travel arrangements as this could affect your car insurance policy.

Fly Drive

Car hire companies demand a clean driving licence, generally drivers must be 25 years of age and over, and a credit card will be requested for security and petrol fees etc. Car rentals may be refused if one consumes excessive alcohol in flight.

When you book your flights direct, please update us with any schedule changes, longer hire durations usually incur extra charges.

VISAS

Visas may be required for Non UK Nationals. Norfolk Line DO require Passport or P Driving Licence.

Please note

Even on domestic flights, some airlines may insist on photo ID, passports or new style driving licence etc. at check-in. If you are in any doubt check at time of booking and with your chosen airline. This may change at short notice.

Smoking

Ireland has restrictions on smoking in public places.

Currency

We advise you to exchange your money prior to travel. Major credit cards are accepted at most destinations. The Euro is the currency for Southern Ireland.

Credit Cards

We do not charge a fee if you pay the standard deposit by credit or debit card. We accept Switch, Mastercard and Visa. We reserve the right to pass on part of the credit card companies charge to us when paying your holiday balance, this figure will be 2%. Do verify this at time of payment instruction.

Note: If you pay your deposit by credit card we will not automatically take your balance at balance due date, you must telephone to instruct us.

Special Needs

We will do our utmost to cater for your requirements. We cannot make any guarantees but do require full knowledge of any disabilities or special requirements. Only then can we state if a particular holiday or accommodation is suitable.

Weather

We all appreciate weather can have an affect on holiday enjoyment and travel arrangements. Delays due to bad weather will be handled in the most professional way by your chosen transport supplier. Their terms of contract apply and we do not have any control over their decisions, which are always made on client safety factors.

If you have a complaint

In the unlikely event of a genuine complaint whilst on your holiday, **you must report it at once to the relevant supplier of the services in question**, thereby giving them the opportunity to remedy the problem.

It is an express condition of your agreement that this simple procedure is followed. If the problem cannot be completely resolved you must contact our office **IMMEDIATELY** and then write to us within 28 days of your return.

