

TERMS & CONDITIONS

BOOKING ARRANGINGS ARBITRATION ON BEHALF OF MEMBERS OF THE I.T.A.A ACTING AS ORGANISERS

(as defined in Section 3 of the Package Holidays and Travel Act, 1995)

Administered under the Rules of the Chartered Institute of Arbitrators - Irish Branch.

INTRODUCTION

Most problems related to a holiday are resolved by informal discussions directly between the Organiser/Retailer and the Consumer. Where agreement is not possible, the matter is then referred to Arbitration.

DEFINITION

Arbitration is the settlement of a dispute by an impartial Arbitrator. Arbitration is a private dispute resolution procedure and is a legally binding means of resolving such matter. An Arbitration Agreement is an agreement to refer a dispute to arbitration, usually in the form of an Arbitration Clause as included in the standard booking conditions of the Organiser. A submission to arbitration is called a Reference and the decision of an arbitrator is an Award.

APPOINTMENT OF AN ARBITRATOR

If there is a dispute which cannot be mutually agreed, either party may apply directly to the Institute at 8 Merrion Square, Dublin 2, for the form Request for Appointment of Arbitrator. This form sets out the information to be submitted: names and addresses of the parties concerned, copies of the booking form and conditions (including the arbitration clause), details of any legal or other people who are to represent the parties in the arbitration and an administration fee of 063.49. For claims involving personal injury, a separate form is required to be completed and a different fee applies. Full details are available from the Institute. This form refers to the Institute's Arbitration Rules which will apply to the arbitration and which are briefly summarised as follows (copies of the Rules and the accompanying Guidance Notes on Arbitration are available from the Institute at a cost of 06.35 per set).

PROCEDURE

Once an Arbitrator has been appointed he is in complete charge of the reference, deciding the procedure as he considers best, and the Institute's Rules deliberately give him this flexibility.

QUESTIONNAIRE FORM

In this scheme, the Arbitrator will first send out a detailed form for completion by both parties. This will provide him with the details of the actual dispute so he can decide when and where to hold a hearing with both parties to present their cases.

HEARING

While an award may be made by an arbitrator based on the documentary evidence sent to him by the parties, it is open to both parties to present their case to him at an informal hearing

AWARD

The Arbitrator's decision is made formally in his Award which is sent to both parties. The Award is a final and binding resolution of the dispute.

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 takes or agrees to take 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 a holiday which you have booked. The "Retailer" is the person who sells or offers to sell 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 the Organiser has (i) received this completed Booking Form (which has, or a faxed copy hereof) has been signed by the Consumer and by the Retailer as the agent of the Organiser or by the Organiser; (ii) received a deposit of full payment for the holiday; and (iii) has issued written confirmation of its acceptance to the Retailer as the agent of the Organiser or to the Consumer. The terms of the contract between the consumer and the organiser are contained in this booking form, the organiser's confirmation, the organiser's brochure or other descriptive material, any airline or sailing ticket issued, the terms and conditions of any suppliers of services 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, if 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 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. Disabled Persons

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

3. Special Requests

Special Requests (e.g. ground floor accommodation, seaweew, 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, 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.

4.Price Variation

All prices quoted are stated in euro and are based on tariffs and exchange rate 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, however no variation shall be applied where their combined effect would result in an increase/decrease of less than 2% of the cost of the holiday. 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) fares, 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.

5. 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 authority 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.

6. 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) such failures are attributable to the performance of the contract are attributes to the Consumer;

(b) such failures which 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 (as amended) relating to the carriage of passengers and their luggage by air or the EU Regulation on Air Carrier Liability for travel 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 applies. Pursuant to these Conventions and the Regulation, the Organiser's liability is limited or excluded for death, personal injury, loss of or damage to luggage, and special provision is made for valuables.

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7. Complaints
(a) Without prejudice to the Consumer's right under Clause 7(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, and shall if the Organiser requires, complete a form setting out the details of the Consumer's complaint; 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 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.

8. Arbitration

Any dispute or difference of any kind whatsoever which arises or occurs between any of the parties hereto in relation to anything or matter arising under, out of or in connection with the contract shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators - Irish Branch. (Details of the said Arbitration Scheme are set out on the reverse side of this Booking Form).

9. Governing Law

The terms of the contract (as provided in Clause 1 (a) of this Booking Form) are to be interpreted under and is subject to the laws of the Republic of Ireland

10. Payment

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. If it is not paid by that date, the Organiser shall have the option to cancel the holiday, if the Organiser exercises that option or if the Consumer cancels the holiday (which cancellation must be notified in writing to the Organiser) the following cancellation charges are payable, per party by the Consumer:

- More than 6 weeks before the departure date: Any deposit paid shall be forfeited
- Within 4 - 4 weeks of departure; 30% of the cost of the package is forfeited.
- Within 4 - 2 weeks of departure; 45% of the cost of the package is forfeited.
- Within 2 weeks - 72 hours of departure; 80% of the cost of the package is forfeited.
- Within 72 hours of departure; 100% of the cost of the package is forfeited.

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

11. Substitution

(a) 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 before the departure date (such notice shall not be less than 21 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.

(b) A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee of the Organiser or Retailer for payment of any balance due in respect of the holiday and for a substitution fee of 35 per person substituted, subject to a maximum of 140 per booking (or such other greater sum as may be authorised).

(c) Insurance is not transferable.

(d) 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 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 a payment of 15 per person, (which payment is not refundable. If the alteration is impracticable the original holiday arrangement shall continue to apply. No alteration by the consumer shall be effective until such time as the Organiser shall issue written confirmation of acceptance of any 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 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 the 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.

13. Accommodation on request

Where accommodation is on request on additional administration charge of 15 will be payable by the Consumer. This charge will be credited to the cost of the holiday once a booking is confirmed. 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 confirmed on 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 less a 10 administration charge.

14. 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 does not continue 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 holiday alternative to the contract.

(i) 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 14 (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.

(ii) Where the Consumer withdraws from the contract pursuant to Clause 14 (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 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 replacement package, as may be offered by the Organiser; or (c) to have repaid as soon as possible all 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 offer, 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 payments made.

(e) Further, where the Organiser cancels, alters, changes or curtails the holiday as contemplated in Clause 14(d)(ii) 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 reasons referred to in Clauses 14(b) or 14(c) or where the Consumer accepts the alteration as provided for in Clause 14(d)(ii).

	SCALE A	SCALE B
Within 8 weeks	€12.70	€6.35
Within 6 weeks	€25.39	€12.70
Within 4 weeks	€38.09	€19.05
Within 2 weeks	€50.79	€25.39
Within 1 week	€63.49	€31.94

(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 within 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 supplier of the 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, exCCOs 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.

15. Insurance

The Consumer's attention is drawn to the exclusion clauses and the 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. In the event that the Consumer does not avail of the Organiser's travel insurance scheme he must furnish details of the alternative travel insurance scheme which he has arranged at the time of booking. It is the responsibility of the Consumer to check that the insurance scheme provides the Consumer with his desired level of cover. In so arranging 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. Unless the Consumer, when booking, expressly indicates otherwise, the Consumer shall be automatically covered by the Organiser's travel insurance scheme and the premiums will be added to the price of your holiday. The Organiser reserves the right to levy an administration charge in respect of any additional work or expenditure incurred by the Organiser in assessing the adequacy of the cover afforded by the alternative travel insurance scheme being taken out by the Consumer.