65 Roebuck Castle, Dublin 14.
Tel: (01) 210 8391. Fax: (01) 283 6695. E-mail: guy@project-travel.ie
Licence No: TA0619

BOOKING FORM

Holiday Details

Departure Date _____ Departure Airport _____

Destination: _____

Itinerary as per quotation dated: _____

No. of Nights _____ Comment(s)_____

Passenger Details Title, First & Surname(s) EXACTLY AS ON PASSPORT, Age(s) if under 12 or over 69.

Lead Name _____ Date of Birth _____

Address_____

_____

Daytime Tel _____ Mobile _____

Email _____

Other Passenger Names: _____ Date of Birth _____

_____ Date of Birth _____

(Please provide names & dates of birth of any additional passengers on a separate sheet)

Emergency Contact in Ireland: _____ Tel: _____

Relationship to Lead Passenger: _____

Deposit Details

Deposit amount being paid_____ Tick here if paying in full at time of booking ☐

Payment Method (delete as appropriate): **cheque / bank draft** **bank / online transfer** **credit card** **cash**

Payment Details If paying by debit/ credit card, please complete this section. Sorry, we cannot accept American Express.

Card Type _____ Card Number: _____

Expiry Date _____ CCV Number (last 3 digits on reverse) _____

Name of Cardholder (print) _____ Signature: _____

Billing address _____

Insurance Details Please complete if providing your own travel insurance.

Insurer: _____ Insurer's Emergency Tel: _____

Policy No: _____ Expiry Date: _____

Special Requests for airlines, hotels. (i.e. dietary, health, special assistance, etc. Note: some airlines require larger passengers who are unable to fasten a standard seat belt across their lap to purchase a second seat). Please identify passenger(s) to whom requests apply.

_____

_____

_____

_____

I agree that my signature on this Booking Form constitutes my agreement and the agreement of the persons named on the Booking Form to be bound by the Terms and Conditions set down in this Booking Form and I hereby confirm that my attention has been drawn to the said Terms and Conditions herein contained and in particular I accept the limitations of liability of the Organiser contained in Clause 6 of this Booking Form and the Terms of the Organiser's Travel Insurance Scheme (where the same has been availed of by me).

I have read and understood the details provided in relation to the Arbitration Scheme, and agree that any dispute or difference of any kind which arises or occurs in relation to any thing or matter arising out of or in connection with the contract as provided for in Clause 8 of this Booking Form shall be referred to Arbitration under the Arbitration Rules of the Charted Institute of Arbitrators - Irish Branch.

I warrant and represent that all the information provided by me is true and accurate and that I have been authorised by all persons named on this Booking Form as Consumers to execute this agreement on their behalf and accordingly, I sign my name as their agent and on my own behalf.

I understand that it is a condition of this booking that all persons named on this form are covered by holiday insurance of at least equivalent standard to that arranged by the Organiser. If I/we do not take the Organiser's insurance, I/we agree to indemnify the Organiser for any costs that arise which would otherwise have been met had the Organiser's insurance been taken.

Signature: _____ Date _____

BOOKING TERMS & CONDITIONS - PLEASE KEEP A COPY OF THIS PAGE FOR REFERENCE

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 bought.

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 Organiser); and (ii) received a deposit or full payment for the holiday. The terms of the contract between the Consumer and the Organiser are contained solely 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, 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 occurs:

(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 disability has not been made 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 person.

3. SPECIAL REQUESTS

Special requests (e.g. ground floor accommodation, sea view, 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 relevant 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.

4. 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, however no variations 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 on 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) dues, 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 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 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.

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) 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 (e.g. the Consumer has booked tours, activities and/or excursions directly with a local provider), and are unforeseeable or unavoidable; or

(c) such failures are due to (i) unusual and unforeseeable circumstances beyond the control of the Organiser 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 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 wilful 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 air 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.

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 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.

7. COMPLAINTS

(a) Without prejudice to the Consumer's rights 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 detail 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 arise under, out of or in connection with the contract and/or the holiday connected to this contract shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators - Irish Branch. Neither party has a right of Appeal except to the High Court on a point of law. Alternatively, claims for less than the jurisdiction of the District Court Small Claims Procedure per booking form may be pursued through the District Court Small Claims Procedure. All claims in excess of the jurisdiction of the District Court Small Claims Procedure shall be referred to arbitration.

9. GOVERNING LAW

The terms of the contract (as provided for 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. Group tours must be paid for in full by the date specified on 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:

90 or more days before departure date = any deposit paid will be forfeited.
60 - 89 days before departure = 60% of the full cost of the holiday will be forfeited.
0 - 59 days before departure = 100% of the full cost of the holiday will be forfeited.

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 in this Clause 10 shall apply and be payable by the Consumer.

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

No substitutions are allowed due to the strict name change policies in force by the airlines.

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 Organiser and must be accompanied by a payment of €100.00 per person, which payment is not refundable. If the alteration is impractical the original holiday arrangement shall continue to apply. 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. 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 (e) 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)(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.

(c)(ii) The Consumer shall inform the Organiser 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 13(c)(i). Where the Consumer confirms acceptance of the alteration of the contract, the contract between the Organiser and the Consumer shall thereby be amended to include such alteration.

(c)(iii) Where the Consumer withdraws from the contract pursuant to Clause 13(c)(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 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.

(c)(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 alterative holiday the Organiser shall assume that the Consumer has declined such offer and the Consumer shall only be entitled to return of payments made.

(d) Further, where the Organiser cancels, alters, changes or curtails the holiday as contemplated in Clause 13(c)(i) the Consumer shall be entitled to receive compensation in accordance with the scale as set out in this sub-paragraph. No compensation shall be payable where the alternation is for the reasons referred to in Clauses 13(b) or where the Consumer accepts the alteration as provided for in Clause 13(c)(ii).

Notification Period Prior to departure date	Compensation per Person
Within 8 weeks	€18
Within 6 weeks	€23
Within 4 weeks	€35
Within 2 weeks	€45

(e) In this Booking Form the term "force majeure" means unusual and unforeseeable circumstances beyond the control of the Organiser 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 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.

14. 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. 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.

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.

15A. DATA PROTECTION

The Organiser is committed to protecting your privacy and information. The information that we use is for the purpose of fulfilling our contract as an Organiser. Information that you provide will be held on our computer (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 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 or letter with details of Project Travel and Aloha Holidays' travel related products and 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 us as described. A copy of your personal information held by us can be provided on request. You have the right to have any inaccurate personal information rectified or erased.

15B. Please note that airlines are required by laws introduced in the United States and other countries 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.