

# Terms & Conditions

Terms and Conditions are correct as of 31 August, 2018

For the most up to date version of our Terms and Conditions please see our website [www.touramerica.ie](http://www.touramerica.ie)

You can book a Tour America Package Holiday or have the option of choosing and building your own holiday or just simply booking cars or hotels or flights or cruise solely. Our terms and conditions are dependent on what choices you make and conditions vary based on what has been booked. The following details the different types of products available and the applicable terms and conditions:

## 1. SECTION 1: Tour America Package Holiday

### 2. SECTION 2: Single Travel Component

Our booking terms & conditions for car hire only  
Our booking terms & conditions for cruise only  
Our booking terms & conditions for flight only  
Our booking terms & conditions for Hotel only

### 3. SECTION 3: Events & Event Tickets

## SECTION 1: Tour America Package Holiday

When you purchase a Tour America Package Holiday, which is a combination of flights and hotel accommodation and/ or self-catering accommodation and/or car hire services at an inclusive price the protections provided to consumers under the Package Holidays and Travel Trade Act, 1995, such as your monies benefiting from the security afforded by our bond and our liabilities to you as the Organiser of your holiday for the purposes of the Package Holidays and Travel Trade Act, 1995, are applicable to your Tour America Package Holiday. We are responsible for the proper performance of all travel services included in the booking. Please see our Tour America Package Holiday terms and conditions below.

**TERMS & CONDITIONS** "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 a holiday which you have bought. "Organiser" means Tour America.

### 1. CONTRACT

These booking conditions and the contents of our Brochure and/ or website together with any airline or sailing tickets issued contain the total of the conditions applicable to your package. No contract shall arise until the Organiser has (i) received a deposit or full payment for the holiday; and (ii) has issued written confirmation of its acceptance to the Retailer as the agent of the Organiser or to the Consumer. By asking us to process your booking, you are accepting these terms and conditions contained herein. Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. You must be 18 years old and possess the legal capacity and authority to book as the lead name and travel on holidays with us and take up the offers advertised by us if they are still available.

### 2. PERSONS WITH SPECIAL NEEDS

It shall be the Organiser'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. Consumers are required to complete and return the Organiser's Special Needs form detailing any special requirements which they may have as a consequence of any physical or mental condition. 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 that person.

### 3. PAYMENT & CANCELLATION POLICIES

You may cancel your booking at any time before the start of your holiday in return for payment of the cancellation fees detailed below. You also have the right to cancel your booking before the start of your holiday, without paying cancellation charges, in the event of unavoidable and extraordinary circumstances (see clause 7(f)) occurring at the place of destination or its immediate vicinity and significantly affecting the performance of your package or which significantly affects the carriage of passengers to the destination. You will be entitled to a full refund of any monies you have paid (except for any insurance premiums, unless you can show us that you cannot reuse your policy), but shall not be entitled to additional compensation.

**Deposits:** Because of the ever changing nature of airfare structures and the increasing availability of instant purchase air fares our deposits will vary from booking to booking. For example if you accept an instant purchase fare, such as Aerlingus.com, at the time of booking this must be paid in full [together with your travel insurance] in addition to the normal Tour America minimum deposit of €150 per person and a minimum deposit of €250 for any booking which includes a cruise. Holidays involving Cruises, Coach Tours, Train Tours, Holiday Homes and Published Airfares and/or any other outside supplied product will also involve the payment of the deposit required by the 3rd party supplier, this additional deposit will be confirmed and collected at the time of booking.

**Payment (for Cruise holidays):** If you do not pay in full at least 12 weeks before the scheduled departure we shall have the option of cancelling the cruise holiday or if you notify us in writing that you wish to cancel the holiday, certain, specific charges are payable by you the Consumer. These charges apply to the total cost of the package.

**Cancellation Policy:** If you do not pay for the package in full at least ten 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 in both cases. These charges apply to the total cost of the package as follows:

Period Before Departure Cancellation	
84 Days or more	Loss of deposit
83-49 Days	50% of total cost
48-31 Days	75% of total cost
30 Days or less and After Departure	100% of total cost

All cancellation charges apply to each person covered by the booking.  
Cancellation of cruise bookings incur charges in addition to the above

**Payment (for Cruise holidays):** If you do not pay in full at least 12 weeks before the scheduled departure we shall have the option of cancelling the cruise holiday or if you notify us in writing that you wish to cancel the holiday, certain, specific charges are payable by you the Consumer. These charges apply to the total cost of the package.

**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-Terms & Conditions payment, the cancellation charges set out above shall apply and be payable by the Consumer.

**Instant Purchase/Ticketed Flights:** Cancellation of holidays involving instant Purchase/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 some cases can be up to 100% of the cost of the airfare. It is not possible to inform you of the ticketing deadline at the time of booking. You will be informed at the time of such charges at the time of cancellation.

**Cruises, coach tours:** 56 days or more before departure as above plus cancellation charges required by 3rd party supplier 55-0 days before departure- 100% cancellation of all external elements plus applicable charges as outlined above. Cancellation of holidays involving ticketed flights or any of the above elements will incur further cancellation charges, these charges will vary depending on the 3rd party supplier.

In the case of sea travel the provisions of the Athens Convention 1974 (and any amendments thereto) relating to the carriage of passengers and their luggage by sea may apply. This Convention and the sea carriers conditions of carriage may continue to apply to you and your party throughout your stay on board the ship, and during boarding and disembarkation.

This Convention presumes that your baggage has been delivered undamaged unless you give full written details to the carrier (i) in the case of apparent damage before you disembark from the ship; or (ii) in the case of damage which is not apparent or loss within 15 days of disembarkation or from the time when the baggage should have been re-delivered to you.

### 4. PAYMENT & CANCELLATION POLICY ON LINE BOOKINGS:

\*Please see General Terms & Conditions

### 5. TRANSFERRING YOUR BOOKING

You may transfer the package to another person, who satisfies all the conditions that apply to the booking, provided you give us at least 7 days written notice in writing before the date of departure and pay our standard substitution/ transfer fee of €150.00 per person. It should be noted that on a transfer both the person who transfers and the transferee become jointly and severally responsible for the full cost of the holiday. In accordance with the provisions of Clause 1 of this booking form, you 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. We will notify you of these as may be appropriate. The transferee must sign the booking form.

### 6. ALTERATION BY THE CONSUMER

If, after our confirmation invoice has been issued, you wish to alter a holiday, we the Organiser may do so at our discretion if practicable. A request for alteration must be made by the Consumer by e-mail or in writing by the lead passenger to the organiser and must be accompanied by the relevant administration fee. A non refundable administration fee of €150.00 is per individual amendment (for a maximum of two passengers), and €100 per additional passenger thereafter. If the alteration is impracticable the original holiday arrangement shall continue to apply. Any alterations requested to bookings within 28 days of the date of travel will be subject to full cancellation costs of original holiday. An administration fee of €250 per person will be applied in addition to the new costs of the alteration required. 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 3 and the cancellation charges as provided for in Clause 3 are payable by the Consumer. Once travel has commenced, the original booking will be subject to full cancellation charges as indicated in clause 3, and any alterations or changes made will be subject to the appropriate administration fee and relevant costs applicable to the new product purchased. In accordance with the provisions of clause 6, the consumer should be aware that some suppliers impose cancellation fees and apply restrictions which are not in the control of the Organiser and for which the Organiser will not be liable. The cancellation charges applicable to your original booking will continue to apply, notwithstanding any change in the date of departure.

### 7. 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 property manager. 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.

### 8. ALTERATIONS/CANCELLATIONS BY THE ORGANISER/ CONSUMER

(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 consequence of "unavoidable and extraordinary circumstances" (as defined in subparagraph (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 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 curtailment or cancellation 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 in 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 the 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 8(d)(i) above. Where the Consumer confirms acceptance of the alteration to 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 8(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 or 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 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 8(d)(i) 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 clause 8(b) or 8(c) or where the Consumer accepts the alteration as provided for in clause 8(d) 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.

Within 8 weeks: €13	Within 6 weeks: €19
Within 4 weeks: €25	Within 2 weeks: €38

(e) Further, where the Organiser cancels, alters, changes or curtails the holiday as contemplated in clause 8(d)(i) 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 clause 8(b) or 8(c) or where the Consumer accepts the alteration as provided for in clause 8(d)(i) Depart Date Compensation per person.

(f) In this booking form, the term, "Unavoidable and extraordinary circumstances", means a situation beyond our control (or your control, if you are invoking such a situation), the consequences of which could not have been avoided even if all reasonable measures had been taken 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 or 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.

## 9. INSURANCE , THE CONSUMER'S ATTENTION IS DRAWN TO THE EXCLUSION CLAUSES & 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 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.

## 10. PRICE VARIATIONS

All prices quoted 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 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 cost, including the cost of fuel (b) dues, taxes or fees chargeable for services such as landing taxes or (c) embarkation or disembarkation fees at ports and airports.

## 11. YOU THE CONSUMER

You must check all travel documentation immediately it is furnished to you. If it is incorrect or you have a query you must notify us. If you have any other queries or complaints in relation to the package you must immediately inform our representative at the location where the incident arises and if asked set out in writing details of your complaint. If it is not possible to do so whilst on location you must notify us of any complaint not later than twenty - eight days after your return.

It is your responsibility for ensuring that you and your party are at the port of departure in sufficient time to complete all embarkation requirements prior to departure. It is expected of you and your party that you will abide by all instructions and/or directions given by a member of our staff or other person in authority or any crew member of a carriers craft or vehicle used in connection with the package. We are only responsible for those matters with which we are connected. We are not responsible for your actions or for a third party's action or inaction. It is also the sole responsibility of the Consumer to ensure that you are 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. The Organiser reserves the right to terminate the contract with the Consumer if the behavior 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 3 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 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.

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 publicised 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.**

## 12. LIMITATION OF 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 improper performance is due neither to any fault of the Organiser or Retailer acting on the Organiser's behalf nor that of another supplier of services because: (a) the failure which occurs in the performance of the contract is 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 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 the Consumer will be limited to, in the case of an adult an amount equal 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 of 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 Montréal Protocol of 1975) or the Montréal 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 (and any amendment thereto) 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 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 Montréal 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 €125,000) 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 person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately €19,300).

**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 €5,000).

**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 €1,200)

**Destruction loss or damage to baggage:** The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately €1,200). 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 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 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 damages 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 Montréal 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.

**[\*Data Protection; Accuracy; and Governing Law & Jurisdiction- Please See General Terms & Conditions Below]**

## 13. COMPLAINTS

During your holiday: If you are unhappy with any of the travel services you have booked, the group leader should, inform contact the local supplier, without undue delay, (i.e. the coach company or hotelier), if the supplier is unable to remedy the situation, to your satisfaction, please contact us, using the contact details we have provided to you in the Tour America Information Sheet provided in your travel documents or alternatively you can make direct contact with us on our emergency number **00 353 187 3500** (24 hour service) and we will do our best to resolve any problems.

When you return: If the matter is not resolved or cannot be resolved, while you are away, then you should follow this up, by writing to us, within 28 days from returning from your holiday. An Online Dispute Resolution (ODR) platform has been set up by the European Commission <http://ec.europa.eu/consumers/odr/> which provides easy access to alternative dispute resolution (ADR). Please note that we are not currently subscribed to an approved Alternative Dispute Resolution (ADR) scheme therefore neither the ODR platform nor any approved ADR providers will be able to accept your complaint. If you prefer, you can take your complaint to the District Court Small Claims Procedure or another suitable court.

## 14. INSOLVENCY PROTECTION ARRANGEMENTS

The EU Directive on Package Travel and Linked Travel Arrangements 2015/2302 requires us to provide security for the package holidays booked with us and for your repatriation in the event of our insolvency. For our flight-based packages, we hold a Travel Agent's license Number T.A. **TA0443** issued by the Commission for Aviation Regulation, 3 rd Floor, Alexandra House, Earlsfort Terrace, Dublin 2, Telephone Number +353 1 661700, Email: [info@aviationreg.ie](mailto:info@aviationreg.ie) and as a requirement have arranged an approved secured bond.

## 15. ASSISTANCE WE WILL PROVIDE TO YOU IF YOU ARE IN DIFFICULTIES ON HOLIDAY

If you are in difficulties and you have contacted us looking for assistance, we will provide you with appropriate assistance, without undue delay, in particular by:

- providing appropriate information on health services, local authorities and consular assistance; and
- assisting you in making distance communications and helping you find alternative travel arrangements.

If the difficulty for which you require assistance was caused intentionally by you or through your negligence, we shall not be liable for the costs of any alternative travel arrangements or other such assistance you require and we reserve the right to charge you a reasonable fee for any assistance we provide, which will not exceed the actual costs we incur.

## SECTION 2: Single Travel Component

When you purchase a single travel component from Tour America's inventory of flights/hotel accommodation and/or self-catering accommodation and/or car hire services. Each travel service component has its own independent price. This is not a Tour America Package and it is NOT protected under the Package Holidays and Travel Trade Act, 1995 and Tour America is NOT LIABLE to you as an Organiser for the purposes of the Package Holidays Act, 1995. Each single travel service component has its own terms and conditions which apply to the purchase of the relevant travel service component, please see the terms and conditions applicable to the relevant travel service component below.

## BOOKING TERMS & CONDITIONS FOR CAR HIRE ONLY

**IMPORTANT NOTICE:** The Package Holidays and Travel Trade Act, 1995 does not apply to this single travel service component [please see Introduction above]

### 1. LEGAL CAPACITY:

When you book car hire through us you are entering into a contract with the car hire company who have their own standard terms and conditions which will apply to your contract with them. A copy of any car hire company's terms and conditions are available on request. By asking us to confirm your booking, you are accepting that the terms of this agreement (and the conditions of any contract made with your suppliers) apply to your booking and the car hire arrangements you have booked. Contract: Tour America is selling the tickets as agents for the car hire company, which means the contract for the car hire will be between you and the car hire company.

Please note that each car hire company has its own booking terms and conditions which you will be required to accept.

## **2. INFORMATION REGARDING DOCUMENTATION REQUIRED TO HIRE A CAR?**

Tour America does not accept any responsibility if you should be denied car hire due to non-fulfilment of the above.

## **3. CANCELLATION/ AMENDMENTS:**

If you need to change or cancel your travel plans it is your responsibility to notify Tour America in writing of such request. Most car hire companies apply cancellation charges

## **4. LIMITATION OF LIABILITY:**

As Tour America acts as agent this will mean that it will have no contractual liability to you in respect of the operation of the car hire. This means that in the event of you suffering personal injury, illness or death as a result of any act or omission of your car hire company or you having any complaint about the quality of the services provided or having any other complaint at all, your sole right of redress will be against the car hire company who provided such service and that we will be under no liability at all (whether in contract, tort or otherwise). Without prejudice to the foregoing, in the event that we are found liable on any basis whatsoever in relation to your booking our maximum liability to you, if Tour America is found to have been at fault in relation to any service that Tour America provided (as opposed to any service provided by the car hire company for whom Tour America is not responsible) is limited to the cost of the booking in question. We do not exclude or limit liability for death or personal injury that arises as a result of our negligent act or omission or our employees whilst acting in the course of their employment. We shall not be liable for any indirect, special or consequential loss, including economic loss, which term shall include loss of profits, loss of use of profits, business, revenue, and goodwill or anticipated savings.

[\*Data Protection; Accuracy; and Governing Law & Jurisdiction – Please See General Terms & Conditions Below]

## **BOOKING TERMS & CONDITIONS FOR CRUISES**

**A:** Cruise only bookings and Fly+Cruise packages are organised by the cruise company.

### **1. CONTRACT:**

Tour America is selling the tickets as agents for the cruise line company, which means the contract for the cruise will be between you and the cruise line company. Please note that each cruise line company has its own booking terms and conditions which you will be required to accept.

### **2. PASSPORTS/VISAS/HEALTH REQUIREMENTS:**

Tour America is very happy to inform you of current 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. Tour America does not accept any responsibility if you should be denied boarding or deported due to non-fulfilment of the above.

### **3. CANCELLATION / AMENDMENTS:**

If you need to change or cancel your travel plans it is your responsibility to notify Tour America in writing of such request. Most cruise line companies apply 100% cancellation charges.

### **4. LIMITATION OF LIABILITY:**

As Tour America acts as agent this will mean that it will have no contractual liability to you in respect of the operation of the cruise. This means that in the event of you suffering personal injury, illness or death as a result of any act or omission of your cruise line company or you having any complaint about the quality of the services provided or having any other complaint at all, your sole right of redress will be against the cruise line company who provided such service and that we will be under no liability at all (whether in contract, tort or otherwise).

Without prejudice to the foregoing, in the event that we are found liable on any basis whatsoever in relation to your booking our maximum liability to you, if Tour America is found to have been at fault in relation to any service that Tour America provided (as opposed to any service provided by the cruise line company for whom Tour America is not responsible) is limited to the cost of the booking in question.

We do not exclude or limit liability for death or personal injury that arises as a result of our negligent act or omission or our employees whilst acting in the course of their employment. We shall not be liable for any indirect, special or consequential loss, including economic loss, which term shall include loss of profits, loss of use of profits, business, revenue, and goodwill or anticipated savings.

[\*Data Protection; Accuracy; and Governing Law & Jurisdiction – Please See General Terms & Conditions Below]

**B:** Fly+Cruise packages organised by Tour America are subject to Tour America's package holiday terms & conditions (see section 1).

## **BOOKING TERMS & CONDITIONS FOR FLIGHTS ONLY**

**IMPORTANT NOTICE: The Package Holidays and Travel Trade Act, 1995 does not apply to this single travel service component [please see Introduction above]**

### **1. CONTRACT:**

Tour America is selling the tickets as agents for the airlines, which

means the contract for the flight 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 and many non-instant purchase tickets once issued 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. THE CONDITIONS OF YOUR TICKET:**

When you travel by air, your journey may be subject to certain international conventions such as the Warsaw Convention, Montréal Convention. You agree that the transport supplier's own 'Conditions of Carriage' will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. A copy of any airline's terms and conditions are available on request. By asking us to confirm your booking, you are accepting that the terms of this agreement (and the conditions of any contract made with any airline) apply to your booking and the air travel you have booked.

We will tell you the identity of your air carrier at the time of booking and if it is not known at that time, or subsequently changes, you will be informed as soon as possible either by us or your airline no later than at check-in for your flight (or boarding if it is a connecting flight without check-in).

### **3. 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. Tour America will advise you if this is the case and will endeavour to reinstate your booking.

### **4. 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.**

### **5. 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. Tour America accepts no responsibility for bookings cancelled due to non compliance with rules set by that particular airline. Tour America also take no responsibility for any flight rescheduling en route.

### **6. PASSPORTS/VISAS/HEALTH REQUIREMENTS:**

Tour America is very happy to inform you of current 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. Tour America does not accept any responsibility if you should be denied boarding or deported due to non-fulfilment of the above.

### **7. CANCELLATION / AMENDMENTS:**

If you need to change or cancel your travel plans it is your responsibility to notify Tour America in writing of such request. Some tickets are non-refundable. In some instances some tickets can be amended for a change fee, plus any applicable penalties. Some airlines do not allow changes. Tour America applies an administration fee of €150.00 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 Tour America charges, most airlines also have a penalty or cancellation fee for any changes or cancellations to fares.

### **8. 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. If you already have your ticket please submit it to us. Tickets must be sent to:  
Tour America, 62/63 Middle Abbey Street, Dublin 1, 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.

### **9. 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; you are recommended to 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.

### **10. LIMITATION OF LIABILITY:**

As Tour America acts as agent this will mean that it will have no contractual liability to you in respect of the operation of the flight. This means that in the event of you suffering personal injury, illness or death as a result of any act or omission of your airline or you having any complaint about the quality of the services provided or having any other complaint at all, your sole right of redress will be against the airline who provided such service and that we will be under no liability at all (whether in contract, tort or otherwise).

Without prejudice to the foregoing, in the event that we are found liable on any basis whatsoever in relation to your booking our maximum liability to you, if Tour America is found to have been at fault in relation to any service that Tour America provided (as opposed to any service provided by the airline for whom Tour America is not responsible) is limited to the cost of the booking in question.

We do not exclude or limit liability for death or personal injury that arises as a result of our negligent act or omission or our employees whilst acting in the course of their employment. We shall not be liable for any indirect, special or consequential loss, including economic loss, which term shall include loss of profits, loss of use of profits, business, revenue, and goodwill or anticipated savings.

[\*Data Protection; Accuracy; and Governing Law & Jurisdiction– Please See General Terms & Conditions Below]

## **BOOKING TERMS & CONDITIONS FOR ACCOMMODATION ONLY**

**IMPORTANT NOTICE: The Package Holidays and Travel Trade Act, 1995 does not apply to this single travel service component [please see Introduction above]**

### **1. LEGAL CAPACITY:**

When you book accommodation through us you are entering into a contract with the accommodation provider who have their own standard terms and conditions which will apply to your contract with them. A copy of any accommodation provider's terms and conditions are available on request. By asking us to confirm your booking, you are accepting that the terms of this agreement (and the conditions of any contract made with your suppliers) apply to your booking and the accommodation you have booked.

### **2. PRICES & FEES:**

Prices stated are on a per room per night basis 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. All prices advertised are accurate at the date and time published, but we reserve the right to change any of those prices from time to time. Prices can go up or down. We will be able to tell you the up-to-date price of your chosen accommodation before confirming your booking.

### **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:**

(i) If you wish to cancel your hotel room, please contact our Operations Department on 353 1 8173500, when prompted please press # 2 by telephone or alternatively by email to [operations@touramerica.ie](mailto:operations@touramerica.ie) It is essential to include your booking reference number, email address and details of your cancellation. In the event of cancellation for whatever reason you shall be liable to pay Tour America the relevant administration fee per person. This could be in addition to any cancellation charges & local taxes which your accommodation provider may impose.

(ii) Your accommodation provider may reserve the right in its terms and conditions to cancel your booking or to make amendments to the details of your booking. When this happens, Tour America will make sure that you are notified as soon as practicable after your accommodation provider has made us aware of the cancellation or any significant changes, however we do not accept any liability for the changes or costs incurred as a consequence thereof.

### **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 your accommodation provider and/or us to perform or properly perform any of our respective obligations to you if the failure to perform or the improper performance is due to any event(s) or circumstance(s) 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. COMPLAINTS OR ISSUES WITH YOUR ACCOMMODATION:

In the unlikely event that you have reason to complain or experience any problems with your accommodation please inform the accommodation reception staff or management immediately, to enable them to take appropriate action. Should you not be satisfied with the offered solutions, please contact our Customer Services, whilst you are at the accommodation, and we will offer all reasonable assistance. We shall not be able to assist with any claims that were not raised during the period of stay at the accommodation.

#### 7. LIMITATION OF LIABILITY:

Nothing shall be construed herein as a representation on the part of Tour America about the suitability of the accommodation offered for sale through Tour America and the inclusion or offering for sale of any accommodation by us does not constitute an express or implied endorsement or recommendation by Tour America of such accommodation products or services. Tour America does not guarantee the accuracy of, and disclaims liability for any inaccuracies relating to, the accommodation services offered for sale through us.

Tour America undertakes no responsibility for and is not liable for the misrepresentations, breaches of contract, breaches of statutory duty or negligence of any of the accommodation providers who sell their products and services through us. This means that in the event of you suffering personal injury, illness or death as a result of any act or omission of an accommodation provider or you having any complaint about the quality of the services provided or having any other complaint at all, your sole right of redress will be against the independent third party who provided such service and that we will be under no liability at all (whether in contract, tort or otherwise howsoever).

Without prejudice to the foregoing, in the event that we are found liable on any basis whatsoever in relation to your booking our maximum liability to you, if Tour America is found to have been at fault in relation to any service that Tour America provided (as opposed to any service provided by the accommodation provider for whom Tour America is not responsible) is limited to the cost of the booking in question. We do not exclude or limit liability for death or personal injury that arises as a result of our negligent act or omission or our employees whilst acting in the course of their employment.

We shall not be liable for any indirect, special or consequential loss, including economic loss, which term shall include loss of profits, loss of use of profits, business, revenue, and goodwill or anticipated savings.

#### 8. INDEMNIFICATION:

You will at all times save us harmless and keep us fully indemnified from and against any actions, claims, proceedings, losses, costs, expenses and demands (including costs and expenses in defending such matter and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by you or by any of the people you booked on behalf of, of any of the provisions of these terms & conditions.

When you book accommodation through us, you accept responsibility for the proper conduct of yourself and the other people on your booking during your stay. We and/or the accommodation provider reserves the right at any time to terminate your stay and that of any member of your party due to your or their misconduct, where justified in our reasonable opinion and/or the accommodation provider.

Full cancellation charges will apply and no refund will be given. Furthermore, neither we, nor the accommodation provider shall be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay being terminated. If your actions or those of any member of your party cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider for the cost of the damage before you end your stay. You also agree to indemnify us against any claim (including legal costs) made against us as a result.

[\*Data Protection; Accuracy; and Governing Law & Jurisdiction- Please See General Terms & Conditions Below]

### SECTION 3: Events & Event Tickets

When we book an Event ticket for you, our responsibility is limited to the arranging of the tickets. We do not have any responsibility for the supply, provision or conduct of the Event itself, and those responsible are not our suppliers. The tickets may contain important information and conditions, which you must read carefully. Tickets are non-transferable unless otherwise stated. Unfortunately, whilst rare, Events can be cancelled, postponed, rescheduled, abandoned or curtailed at short notice or even without notice. We make every effort to obtain and pass on to you up to date information regarding Events, participants and tour leaders/celebrities. This information is based on details supplied to us but we cannot guarantee its accuracy or that changes will not occur. The cancellation or alteration of an Event, the non-appearance of a participant or advertised participant/celebrity or other changes are entirely outside our control and outside our contractual responsibility and we cannot accept any responsibility for them. No refund or compensation or other sum will be paid

by us. We cannot therefore accept any responsibility or pay any refund, compensation or other sum for any changes to or cancellation of any advertised or confirmed programme or itinerary, even where this involves the cancellation of an Event, which may have been your main reason for making your booking. If however, we obtain a refund from the organiser, this will be passed on to you. If you purchase ticket(s) for an Event other than through Tour America, we accept no liability for the validity of any ticket(s) you buy. If you have purchased arrangements through us but a ticket separately and the Event is cancelled or rearranged, if we are able to change our services to coincide with the rearrangement of the Event we will inform you of the changes and any addition or reduction in costs that may apply. In some cases we will not be able to alter Arrangements and we will continue to supply the original Arrangements, which we have agreed to supply you. This applies even where there has been the cancellation of an Event, which may have been your main reason for booking. In addition to the above, please also note the following important information:

#### A1. VENUE ADMISSION & FACILITIES

Admission to venues is controlled by the Event organiser, venue officials and/or the police. Where we provide you with a ticket for an Event, our responsibility is limited to the provision of the ticket itself and this does not guarantee your admission to the venue. Your actions or behaviour or the behaviour or actions of others may result in you being denied entry to the venue. Such circumstances are beyond our control and we accept no responsibility if this happens. We accept no liability whatsoever for either the quality of any Event or venue facilities, or for any injury sustained in the venue or in the vicinity of the venue or during the Event (except where such injury is caused by our negligence). Venue and Ticket regulations apply which will be stated on your ticket or available on request from the Event organiser. Security for entry to venues may be strict. You will need to allow a time to go through the security arrangements, which, depending on the Event, may involve baggage checks and/or screening.

#### A2. REPLACEMENT TICKETS

Event organisers or Tour America will not issue duplicate/replacement tickets. Tour America accept no responsibility for lost or stolen tickets.

#### A3. USE OF EVENT TICKETS

For some Events, the Tickets we sell are for seats within a specific area/location of the venue. Where this applies details will be advised at the time of booking.

#### A4. RE-SALE OF EVENT TICKETS

Event tickets purchased through Tour America are strictly subject to the Event organisers terms and conditions. The re-sale of Event tickets may be prohibited by the Event organiser, and in some cases, re-sale may even be illegal. You are advised to seek permission from the Event organiser before attempting to re-sell any Event tickets.

European Commission Online Dispute Resolution ('ODR') Platform:

You can register your complaint at:  
<http://ec.europa.eu/consumers/odr/>

# TRAVEL WISE – ADVICE YOU CAN TRUST FOR TRAVEL WORLDWIDE – PROVIDED BY THE DEPARTMENT OF FOREIGN AFFAIRS AND TRADE, IRELAND

The Department of Foreign Affairs and Trade in Ireland provides travel advice which helps you to make informed decisions when you're planning a trip overseas and offers you an objective assessment of the risks you could face.

For the latest travel advice from the Department of Foreign Affairs and Trade, check:-

WEBSITE: <https://www.dfa.ie/travel/travel-advice/>

## GENERAL TERMS & CONDITIONS (applicable to all bookings)

### 1. DATA PROTECTION:

Tour America is committed to protecting your privacy and information. A copy of our privacy policy is available on request from Tour America, 62 Middle Abbey St, Dublin 1. The information that we use is for the purpose of fulfilling processing your travel arrangements which you have booked with us. Information that you provide to us will be held on our computers for use by us for the following purposes:

- (a) Booking Information;
- (b) Please note that airlines are required by new laws introduced 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. 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;
- (c) 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;
- (d) 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 purposes of fraud prevention and or debt collection.
- (e) To contact you via e-mail, letter or phone with details of Tour America 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 Tour America as described. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we may be unable to proceed with your booking. A copy of your personal information held by Tour America can be provided on request. You have the right to have any inaccurate personal information rectified or erased.

### 2. ACCURACY:

Tour America reserves the right to correct any inaccuracy in the confirmation email/ documentation. If there is an obvious error in the confirmation email/documentation we reserve the right to correct it as soon as we become aware of it, but we will do this within 7 days of issuing the confirmation email/documentation or, if your departure is within 7 days of booking, no later than 24 hours before your departure. If any of these changes are material and are not acceptable then you will be entitled to a full refund.

### 3. GOVERNING LAW & JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of Ireland and each of the parties hereby submits to the exclusive jurisdiction of the Courts of Ireland in regard to any matter arising from or touching upon this agreement.

### 4. PAYMENT & CANCELLATION POLICY ONLINE BOOKINGS:

Full payment is required at time of purchase for all online bookings and are non-refundable (i.e. 100% Cancellation Charge levied from time of booking).

### 5. INSURANCE:

You are strongly recommended to avail of the insurance arrangements, which have been put in place by Tour America or comparable insurance cover. It is completely at your discretion whether you choose Tour America's insurance or make your own arrangements. However, you are required to complete the Insurance Waiver contained in our Booking Form. 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 of the Consumer Tour America is acting as the agent of the relevant insurer and shall not be responsible to the Consumer of any default by the insurer under that policy. All claims made against the insurance policy shall be made directly to the insurer. The Consumer will be responsible for making any special or increased insurance arrangements which he deems necessary.