



# IRISH FERRIES

## **Britain Holiday Terms & Conditions 2022**

Upon or before confirming your holiday, please read these booking conditions which apply to inclusive holidays of Irish Ferries. These holidays are provided by Irish Continental Group plc trading as Irish Ferries Holidays. In these booking conditions the word “Organiser” means the person who arranges your transport, accommodation etc. and who offers it as a holiday. “Consumer” means you or your travel agent, 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 reservation, or any other person to whom you transfer a holiday which you have bought. The “Retailer” is the person who sells or offers to sell the holiday to you, he is not responsible for organising the sailing, accommodation or other component parts of the holiday.

Our personal advisors and website always aim to quote you accurate information and prices, we can't guarantee the validity of this sort of information except where it's been confirmed by us in writing. To comply with the new EU Directive 2017/2019, it will be necessary for the “Organiser” and “Consumer” to offer the gender, date of birth and nationality for all passengers travelling at time of booking.

### **1. The contract**

(a) No contract shall arise until the Organiser has (i) supplied the Consumer (either via a Retailer as the agent of the Organiser or by the Organiser) with a copy of these booking conditions; (ii) received a deposit or full payment of the holiday; and (iii) has issued written confirmation of its acceptance to the Retailer as the agent of the Organiser or to the Organiser. THE TERMS OF THE CONTRACT BETWEEN THE CONSUMER AND THE ORGANISER ARE CONTAINED SOLELY IN THESE BOOKING CONDITIONS, THE ORGANISER'S CONFIRMATION, THE ORGANISER'S BROCHURE OR OTHER DESCRIPTIVE MATERIAL, ANY ACCOMMODATION 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, this includes any previous Haven holidays, 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 9 of these booking conditions are payable by the Consumer. Further, where as a result of the Consumer's actions or the actions of any other person on the reservation the following may be requested or applicable.

(c) Please note all adults booked must have a fixed address conveyed to their travel agent or Irish Ferries. Upon request we at Irish Ferries, or the travel agent at our request, may seek confirmation of additional addresses for all parties listed on said booking.

(d) If there is a delay or diversion to the means of transportation of the subject of this contract;

(e) If 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.

(f) Also to be adhered to are the terms and conditions for Haven Holidays and Irish Ferries Conditions of Carriage. Copies are available upon request.

### **2. Disabled persons**

It shall be the Consumer's responsibility to disclose 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. Requests for assistance at our ferry port or on-board please email [DisabilityOfficer@irishferries.com](mailto:DisabilityOfficer@irishferries.com).

### **3. Special requests**

Special requests (e.g. accommodation near amenities, 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 Organiser shall only be obliged to provide services in accordance with special requests where it specifically commits itself in writing to do so. No liability shall attach to the Organiser for failure to comply with a special request which has not been confirmed by the Organiser in writing and are therefore considered not guaranteed.

### **4. Price variation**

All prices quoted are stated in euros and are based on tariffs 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 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, or
- (b) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports.
- (c) Prices for 2022 are correct at time of publication using various media options online, print, social media or any other method, any price changes will be advised at time of booking.
- (d) Quotation will only be valid on the day the quotation is given and may be subject to change, price will be required at time of booking and is subject to availability.
- (e) We reserve the right to withdraw any offers or promotions.

### **5. The Consumer's responsibilities**

- (a) The Consumer shall check all travel documentation immediately it is furnished to them. If the Consumer considers any document to be incorrect or has a query in relation to its contents, they 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 their luggage or on their 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 the 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) 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, 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, 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 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.

## **7. Complaints**

(a) Without prejudice to the Consumer's rights under clause below, if the Consumer wishes to make a complaint in relation to a holiday, he/she 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 their return to the port of departure or termination of the holiday whichever is the earlier and no complaint received thereafter shall be entertained.

## **8. Governing law**

The terms of the contract (as provided for in clause 1(a) of these Booking Conditions) is to be interpreted under and is subject to the laws of the Republic of Ireland.

## **9. Payment and cancellations**

The holiday must be paid for in full at least eight weeks before the scheduled date of departure. If it is not paid by that date and unless otherwise instructed in writing by the Consumer not to do so, the Organiser shall have the option to charge the Consumer's debit/credit card if present on the booking. The Organiser shall also 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 accommodation, by the consumer:

- More than 49 days before the departure date any deposit paid shall be forfeited.
- Within 29-49 days of departure: 30% of the cost of the holiday is forfeited.
- Within 15-28 days of departure: 50% of the cost of the holiday is forfeited.
- Within 8-14 days of departure: 75% of the cost of the holiday is forfeited.
- Within 0-7 days of departure: 100% of the cost of the holiday is forfeited.

All cancellation charges apply to each person covered by a booking. After booking confirmation, any amendments consisting of change to date, park, travel, name or accommodation incur a €30 charge per change plus any additional increase to holiday cost.

## **10. Deposit – inclusive holidays**

Holidays to Britain – a non-refundable and non-transferable booking deposit of €100 is payable per accommodation for bookings made prior to 28 February 2022, thereafter the deposit is 20% of the holiday cost.

## **11. Use of your holiday home**

Only those people listed on the booking can occupy the accommodation booked and use the facilities of the park. If this legal requirement is not met, your booking will be terminated and you will be asked to leave, with no refund made.

## **12. Substitution**

(a) Where the Consumer is prevented from proceeding with the holiday, they may transfer their 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 so 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 submit his

request in writing and comply with any other requirements of the Organiser applicable to the holiday. Amendments fee or price adjustment may be applicable. Details offered at time of change request.

(b) A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to the Organiser or Retailer for payment of any balance due in respect of the holiday and for a substitution fee of €150 per accommodation.

(c) 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

### **13. Handling fee and fuel surcharge**

Irish Ferries reserve the right to effect changes in schedules and prices (particularly in the increase of fuel oils) and administration fees without prior notice. To comply with the EU legislation Directive EU 2016/802 addressing sulphur oxides emissions from shipping in the EU, Irish Ferries have included in your package holiday price an Environmental 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 (c) 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) If the Organiser has specified a minimum number of bookings required for a programme of holidays in its published information relating to that programme, 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 Consumers or otherwise, the Organiser shall notify the Consumer, in writing, within seven days of any cancellation or curtailment necessitated by the foregoing circumstances.

(d) If prior to the departure date there is a cancellation, alteration, change or curtailment relating to a holiday, which results in more than 18 hours change in the time of departure, or a change of resort or in the type of accommodation offered, or some other change which fundamentally alters the holiday, the Organiser shall, if practicable, offer an alternative comparable holiday of at least similar standard or shall refund the Consumer all monies paid. Unless within seven days of issue of the offer of an alternative holiday it is accepted by the Consumer in writing, 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 14(d) the Consumer shall be entitled to receive compensation in accordance with the scale set out in this subparagraph. No compensation shall be payable where the alteration is for the reasons referred to in clause 14.

Notification period prior to departure date Compensation per adult:

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

(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 these booking conditions the term "force majeure" means unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer or other suppliers of services, the consequences of which could not have been avoided even if all due care had been exercised 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, 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.

### **15. Using your personal information**

When you book with us, you'll be giving us some personal information about you and the other people coming with you. This information will only be used for the purpose(s) for which you provide it to us. We'll only talk to you (or your travel agent) about your holiday information. Our privacy policy which can be found at <https://www.irishferries.com/ie-en/privacy-and-security/>.

The exception to the above will be for accommodation suppliers who are operating a contactless check-in and we will need your agreement to share your contact details mobile and email so that the accommodation provider can contact you direct in regard to a socially distance and easy check-in process, this will not be for any other purpose and this personal information will be protected and retained for a reasonable period of time following your departure from the accommodation.

### **16. Insurance**

Your holiday price does not include travel or car breakdown insurance. We therefore strongly recommend (and the responsibility of all the persons travelling on holiday – the Consumer) that the Consumer is covered by a travel insurance scheme and on the basis of booking we assume this protection has been bought and is in place.

### **17. Brexit Ireland / Britain routes**

Drivers of vehicles must carry and be able to produce a valid driving licence. UK and Irish Drivers with a full driving licence don't currently need an additional licence to drive in the EU. In the event of the UK leaving the EU with no deal, visitors to Ireland and the UK will continue to be permitted to drive with their home country full driving licence. However, drivers will no longer benefit from the EU's automatic third-party motor insurance cover and will need a physical Green Card as evidence of Insurance. These are issued by insurance companies, currently fee-free. Furthermore, drivers towing a trailer will be required to have two green cards for insurance purposes – one for their vehicle and one for the unit they are towing.

### **18. Ferry travel by Irish Ferries**

(a) Carriage of passengers and their accompanied luggage, vehicles and domestic animals is subject to the Company's Conditions of Carriage of Passengers and Passengers' Accompanied Property, copies of which are available on application. The said Conditions incorporate the 1974 Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, which in most cases limits the carrier's liability for death or personal injury or loss of or damage to luggage (including a vehicle) and makes special provision for valuables. The Athens Convention presumes that luggage has been delivered undamaged unless written notice is given to the carrier (i) in the case of apparent damage, before or at the time of disembarkation or redelivery or (ii) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such re-delivery should have taken place.

(b) TRAVEL BY OTHER LAND OR SEA CARRIERS Passengers travelling by land or sea on services provided by carriers other than Irish Ferries but under arrangements made as part of an inclusive holiday are carried subject to the general conditions of carriage of the carrier concerned. In the case of travel by sea the carrier's liability for death, bodily injury, illness or loss or damage to luggage (including motor vehicles) is limited by International Convention e.g. the Athens Convention for carriage by sea.

**Our package holidays are licenced by the Commission for Aviation Regulation No. TA0424.**

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