



Terms and conditions

1. **THE CONTRACT** Our contract is formed and is binding on both of us once we have received your fully completed Booking Confirmation/Booking Form and your non refundable deposit or full payment has cleared to us.

IMPORTANT: For credit card bookings by telephone. If we do not receive your signed Booking Form within ten days of its dispatch to you or the start of your holiday whichever is the earlier, you will be deemed to be happy with the arrangements detailed therein and we will progress with the contract accordingly.

You and each member of your party on the Booking Form are bound by the terms of this contract. Our address is Trabolgan Holiday Village, Middleton, Co. Cork, P25 HY10, ROI.

The contract between us incorporates: The whole of the current brochure and if applicable the contents or any promotional literature: All written communications between us; You and each member of your party must comply with all the terms of our contract and any reference to "you" in this contract should be interpreted as applying to all of you, unless otherwise stated.

You should comply with all of the rules applying to and notices displayed at The Village. Our contract is effective from the date it is made and lasts until you leave Trabolgan (including any extensions of time to your original booking).

(a) **Right To Decline:** We reserve the right to ask for information about any member of your party including age, gender, address, your or their previous visits to Trabolgan and to decline any booking at our sole discretion, for example but not limited to situations, where the party consists entirely of males and/or females who are under the age of 21.

(b) **Infectious or Contagious Medical Conditions:** If you or any member of your party contracts an infectious or contagious medical condition we reserve the right to cancel your holiday or ask any, or all of you to refrain from participating in certain activities, or ask you to leave The Village immediately should we in our sole discretion consider it necessary to protect the health of other guests and staff. You should inform us immediately should any such condition develop within four (4) weeks of your arrival or whilst you are on holiday with us.

(c) **Special Requests:** A special request, e.g. for cots or high chairs in our holiday homes only/your wish to participate in a special interest break/suitable accommodation for disabled guests, etc., which you detail to us will only form part of your contract when confirmed as accepted by us in writing.

(d) **Guest with Disabilities:** For any information you may require with regard to facilities for the disabled, please call our helpline on 021 466 1551 (International Calls 00 353 21 466 1551), between 9.00am and 5.00pm Monday to Friday (except bank holidays). Please note that not all our accommodation may be suitable for guests with mobility restrictions due to the natural landscape; please check at time of booking.

(e) **Updates Needed:** You must keep us up to date with any changes in the condition of your party or any member of it and notify us of any change in the information you previously provided to us at the time of booking, in order that we can fully appraise and advise you as to the best course of action in the circumstances.

(f) **Included in the Price of Your Holiday:** Accommodation or touring caravan site as booked, membership of Trabolgan holiday club and all facilities listed in the description of The Village as included in the price of your holiday. Please note the provisions in section 4(c) of this contract. Separate agreements will be formed between us for use of facilities or participation in activities not included in the price of your holiday, and special conditions may apply. These will be outlined to you.

(g) **Group Bookings:** Special conditions apply, please contact us for further details and/or information.

(h) **Bed Linen and Towels:** Bed linen is provided once per holiday in all our holiday homes. Cot linen/towels/tea towels/dishcloths are not provided.

(i) **Trabolgan Holiday Club:** Membership of our holiday club is essential to enjoy the facilities we offer. You and all members of your party will automatically be enrolled.

(j) **Taxation and Price Guarantees:** All prices shown are inclusive of VAT, if applicable, at the rate in force when this

brochure was sent to press. We reserve the right to increase or decrease our prices should there be any variation in: *Transportation costs including fuel (if appropriate). *Dues, taxes or fees; *Currency fluctuations. We will not increase any of our prices within 30 days of the start of your holiday and we will in any event, absorb the first 2% of any of the above increases.

2. **AMENDING YOUR BOOKING** No changes are permitted to the arrival date as booked, within 42 days of arrival. Where more than 42 days notice is given, amendments may be made when practicable subject to a €12 fee for each amendment. Cancellation by You: Should you wish to cancel your holiday with us, you must write to us to let us know immediately. If we receive your written notice the following cancellation charges are payable;

42 days or more loss of deposit	
41 - 29 days 50%	28 - 15 days 75%
14 - 8 days 90%	7 - 0 days 100%.

All cancellation charges apply to the total house price paid. Any insurance premiums invoiced are non-refundable. If you are prevented from taking your holiday due to serious illness, recent bereavement, redundancy or jury service, you may be able to avail of the Holiday Insurance Policy (subject to premium being paid at time of booking). For details of Holiday Insurance schedule please contact our reservations team. It is very important that you are adequately insured.

3. **INSURANCE** The insurance offered (details of which can be printed from the booking form) is provided by the company detailed. Your insurance contract will be with the appropriate insurer and not with us. This insurance policy is only available to residents of Ireland and the United Kingdom. Brief details of the cover provided and the arrangements for taking out insurance appear below. Full details will be forwarded with the Booking Confirmation/Booking Form or acknowledgement of deposit, and may also be requested at any time from our Reservations Department at the address stated at the beginning of this contract.

Insurance Premium: Our Holiday Confirmation will include details for our recommended holiday insurance. The special premium rate is €11.50 per person (including infants) per week or part of week. The premium is payable with your holiday balance. Cover takes effect 42 days prior to your holiday start date in respect of Cancellation and Curtailment covers. Personal Accident, Personal Property, Money and Personal Liability covers come into effect from the time you depart your home on your holiday until your return, providing both the holiday balance and insurance premium have been received by us in full, or from the date we receive these payments, whichever is the later. The insurance cost indicated includes Insurance Premium Tax at the rate prevailing at 1st January 2012. We may require you to provide us with details of any alternative protection you have in place. Any alternative insurance you have should provide equal or better cover than that offered under our recommended policy. Unfortunately, space does not permit us to show here the full Terms, Conditions and Exclusions of the Insurance, but a schedule of cover setting all these out can be downloaded from the website or sent to you with your booking receipt. Insurance premiums paid are non refundable.

4. **ON ARRIVAL AND DURING YOUR HOLIDAY** Your accommodation will be available to you from 5.00pm on the first day of your holiday. You must let us know in advance if you will be arriving after 8.00pm. We require that you vacate your accommodation site by 10.00am on the date of departure. Keys should be immediately returned to reception thereby allowing us to prepare for incoming guests. It would be of great assistance in preparing the house for the next incoming guest if you would leave the house as clean and tidy as possible and on time. You can park the car in our reserved car park and continue to use the pool and the other facilities even after returning the house key at 10.00am!

(a) **Accommodation:** The accommodation you book will be as described on the appropriate pages of our current brochure and it may only be used by those named when booking or as agreed otherwise by us in writing. We reserve the right to ask you and any member(s) of your party to leave the centre, without compensation, should you not comply with this

requirement. On arrival you should check the inventory list in any holiday home we provide for you and you should notify reception immediately of any missing items. Please note that holiday homes may be checked by us prior to your departure. Minor improvements and maintenance works may be carried out in and/or around your accommodation/touring caravan site during your holiday. However, we will give you reasonable notice of any works which need to be carried out.

(b) **No Smoking Arrangements:** Where areas within our Village are designated as no smoking, you must observe this requirement, for the comfort of all guests and staff. And in compliance with the law.

(c) **Availability and Use of Facilities:** We will do our best to ensure that all facilities listed will be available during your stay. However, we cannot guarantee that they will be available as, for example, maintenance and other work may be necessary from time to time or some may be located out of doors and as such, are seasonal and subject to appropriate weather conditions prevailing at the time you wish to use them or may be used by a designated group only. If a significant number of facilities are not available we will let you know. As most facilities are available on a "first come, first served" basis, we cannot guarantee that you will be able to use the facilities offered at any particular time, or at all. In addition we reserve the right to vary the availability of facilities at any time to accommodate the needs of the majority of our guests on site at a particular time. It is your responsibility to ensure that any facilities used or activities (including competition and games) selected are appropriate to you and/or all members of your party.

(d) **Care Of Your Possessions:** It is your responsibility to look after and care for your possessions, valuables (i.e. watches, jewellery, photographic equipment, credit cards, etc) and money whilst on holiday with us. You should not leave these items unattended in your accommodation or anywhere else around The Village. To reduce the possibility of upset caused by loss or damage, we suggest you do not bring valuable possessions on holiday unless absolutely necessary. We recommend that you are comprehensively insured. Please note the provisions details in section 6 below. This requirement is for your protection and peace of mind. In case of any loss, please contact reception in the first instance. Return of any lost property will incur a charge for postage and packing. We do not accept any liability for loss or damage to your possessions unless due to our negligence.

(e) **Car Parking:** Any cars and other vehicles you bring onto our property must only be parked in the specified parking areas. Failure to do so entitles us to remove them. This is to allow the free flow of traffic for essential services and for the safety of guests and staff. Our parking areas are not supervised. Before leaving your vehicle please remove your possessions and ensure it is fully secured. We accept no liability for any loss or damage unless due to our negligence.

(f) **Care Of Those Unable To Look After Themselves:** You should ensure that all members of your party who are unable to look after themselves are at all times fully supervised by a capable adult member of your party and if appropriate, medication is brought with you for their needs and can be properly administered. Each such person should be able to communicate their name and holiday home/touring caravan site number, or must carry some means of identification and holiday home/touring caravan site number at all times. Please note that we have qualified first aiders but do not have resident nurses or doctors.

(g) **Children and Young People:** Children under 18 should be supervised by an adult member of your party at all times and in particular in our entertainment areas. Some of our bars are adult only, and as such no children or young people under the age of 18 will be permitted to enter or to stay in them after a certain time. All relevant legislation will be enforced rigorously. It is our policy to refuse to sell cigarettes, solvent substances or alcohol to anyone under 18 or to allow anyone under 18 to use gaming machines.

(h) **Day passes:** Day passes at a nominal charge for our visitors may be arranged subject to availability. Full details are available at reception.

(i) **Pets:** We regret that, with the exception of guide dogs, we do not permit any pets within our Holiday Village.

(j) **Rules:** The following rules apply at our Holiday Village.

1. You may not bring or use portable heating appliances of any type in the holiday home we provide to you.

2. Alcoholic and other beverages purchased elsewhere must not be consumed in licensed bars.

3 Abuse of alcohol is not permitted.

4. Excessive noise or offensive behaviour is not permitted.

5. You must not commit or attempt to commit any illegal act.

6. You must keep to the roads and footpaths provided and abide by applicable speed limits.

7. For domestic waste, you must use the litter bins and where provided, bottle banks. Please contact reception to arrange for the disposal of other waste, including clinical waste, sharp objects, broken glass and other items which could cause personal injury.

(k) **Damage To Our Property and Compensation:** You must use our accommodation with care and, on departure, leave it in a clean and tidy condition. We reserve the right to invoice you for any charges incurred by us, should you not comply with this requirement. We reserve the right, either during or after your stay, to recover from you the costs of:

- Any damage caused by you to our property, accommodation, articles or facilities provided to you during your holiday.
- Any compensation we may pay to other persons guests or third parties arising as a consequence of a break of this contract.
- Later than 10.00am departures.

(l) **Special Interest Holidays:** We run special interest holidays at The Village and certain events may affect the entertainment programme and availability of facilities. You should check our current brochure for details of the events being held. Should there be any change of published information, we will do our best to let you know at the time of booking. Your must state at the time of booking if you wish to participate in the special interest activities.

(m) **Extending Your Stay Whilst On Holiday:** Please contact Reception who will check availability. We may not be able to accommodate your request and you may be required to move to different accommodation/touring caravan site in order to continue your holiday with us. This contract will apply to any extension of your holiday and you should note that many aspects of our holidays are repeated on a weekly or two weekly rota. We reserve the right to decline any such requests.

(n) **Messages & Deliveries:** Limited facilities exist for taking messages. We will do our best to assist but cannot guarantee any time of delivery. You are responsible for checking at reception for incoming messages and post. We cannot accept deliveries on your behalf and do not accept responsibility for deliveries or messages taken unless we have been negligent.

(o) **Lost Property:** No responsibility will be accepted by Trabolgan Holiday Village for loss of or damage to property belonging to a guest which is lost or stolen on Trabolgan premises. Additionally such property will be disposed of within 4 weeks of departure if not claimed.

5. **CANCELLATION BY US** We reserve the right to cancel or terminate your holiday and that of the rest of your party at any time:

*Should we in our absolute discretion consider your conduct, or the conduct of any person in your party, likely to pose a danger to or impair the safety, comfort or enjoyment of our other guests, our staff or other members of the public or be likely to do so; or

*If you failed to disclose any material facts to us when booking your holiday or in any communication with us; or

*If you breach any of the terms of contract. In the above circumstances no refunds or compensation will be given. Should we cancel your holiday in circumstances other than those detailed above, we will offer you the choice of:

- A full refund; or
- A substitute holiday, if possible. Should the substitute holiday be of a lower quality, we will compensate you for the difference in the value between the holiday you booked and the substitute. Should the substitute holiday be of a higher standard than that which you originally booked, then we reserve the right to charge you the difference in cost between the two holidays. We will also pay compensation for

the cancellation, if appropriate, except where we cancelled due to:

Unexpected circumstances beyond our control which render it impossible or difficult for us to comply with our obligations under this contract.

Or where we receive insufficient bookings. If there are insufficient bookings for a holiday, we reserve the right to cancel and let you know at least 7 days before the start of your holiday.

6. **OUR LIABILITY TO YOU AND OTHER IMPORTANT INFORMATION** To the extent permitted by law, no liability shall attach to the occupier/owner in respect of any injury or damage sustained in The Village to visitors or their property. In all cases, except personal injury or death, our liability to you is limited to twice the total cost of the relevant person's holiday, based on the relevant pro-rata proportion of the cost (excluding insurance premiums and amendment charges).

Our liability to you is limited in accordance with the maximum stated in the International Conventions. These conventions limit liability for death, personal injury, luggage, valuables and other matters. Each Convention contains specific and different limitations. These limitations may be less than the amount a court might award to a person suffering equivalent loss unconnected with air, sea or rail travel, or the provision of accommodation. You should consider insuring against the possibility of such events and you should be careful to note any limitations and restriction contained in the insurance policy. Time limits apply to making claims under these Conventions. Copies of the relevant Conventions are available on request from the address at the beginning of this contract. Where we make any acceptable payments to you or any members of your party in the above circumstances, you or they must then assign to us or our insurers any rights you or they may have to pursue with any other third party. You must also provide us and our insurers with all assistance required.

(a) **Media:** No members of the press or media may be invited onto our property by you without express written permission from our press office. You may not use photographs of our premises, facilities or staff for financial gain, without our written consent, such consent not to be unreasonably withheld.

(b) **Data Protection:** Information provided when booking may be used by us, or made available to specifically selected companies for marketing purposes. If you wish to have your details disclosed please tick the appropriate box on the Booking Confirmation.

(c) **Brochure Accuracy:** All information, pictures and descriptions have been compiled from up to date and accurate information at the time of going to press. However, you should note that as we are continually striving to improve our holiday locations, you may find that new facilities are on offer, some facilities may be closed or work may be carried out in segregated areas in your holiday location during your holiday.

(d) **Legal Compliance:** Every effort has been made to ensure that your holiday complies with all relevant legal requirements.

(e) **Applicable Law:** Our contract is governed by Irish Law and is subject to the non-exclusive jurisdiction of the Courts of The Republic of Ireland. You may, if you wish, refer some matters to arbitration under a special scheme, which is administered independently by the Chartered Institute of Arbitrators – Irish Branch. The scheme, details of which can be supplied by request in the form entitled "Request for Appointment of an Arbitrator" from the Institute at 8 Merrion Square, Dublin 2. This form sets out the information to be submitted and briefly summarises the Institute of Arbitration Rules.

(f) **Continuation of Contract Terms:** Should any of the terms or our contract be officially declared void or unenforceable, the remainder of our arrangements shall remain, where possible, in full force and effect.

(g) **Can We Help You:** We sincerely hope you will not experience any problems with our services. If you do, however, you should contact the Duty Manager/Customer Care Manager at the Village immediately (or call to our 24 hour reception) as it is likely they will be able to resolve any problem on the spot. It is strongly recommended that you

communicate any complaint to the supplier of the services in question without delay. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in our resort and this may affect your rights under this contract.

We regret we cannot accept liability for any complaint of which we are not notified in accordance with the provisions of this clause. If you are not satisfied you must then write to the General Manager at the address at the beginning of the contract, within 28 days of the end of your holiday explaining the problem. Complaints that are not notified in accordance with this clause cannot be accepted. Your statutory rights are not affected. We are happy to offer you assistance should you be in difficulty whilst on holiday with us. Should you be able to claim for any costs we incur in helping you, e.g. from a third party or under an insurance policy, then any sums incurred by us will be recovered from you. Where disputes arise between guests, these matters are normally entirely beyond our control and responsibility; we will endeavour to call appropriate assistance. Please note that, for legal reasons, we are unable to divulge any personal information about our guests, whether a dispute has arisen or not. This contract supersedes all previous editions.

(h) **Arbitration:**

a. Any dispute or difference of any kind whatsoever which arises or occurs between any of the parties hereto in relation to any thing or matter arising under out of or in connection with this Contract shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators – Irish Branch (the "Institute"). Neither party has a right of Appeal except to the High Court on a point of law. Full details are available on request. All claims in excess of the jurisdiction of the district court small claims procedure shall be referred to arbitration. A submission to Arbitration is called a Reference and the decision of the Arbitrator is legally binding.

b. If there is a dispute which cannot be mutually agreed, either party may apply directly to the Institute at Merchants House, 27-30 Merchant Quay, Dublin 8, by obtaining the form Request for Appointment of Arbitrator. This form sets out the information to be submitted including: the names and address of the parties concerned, copies of the booking form and conditions (including the arbitration clause), details of any legal or other people who are to represent the parties in the arbitration and an administration fee of €75 for non-personal injury claims and €150 for personal injury claims at present. This form refers to the Institute's Arbitration and which are briefly summarised as follows (copies of the Rules and the accompanying guidance Notes on Arbitration are available from the Institute at a cost of €10 per set at present). Procedure: Once an arbitrator has been appointed he is in complete charge of the terms of reference, deciding the procedure as he considers best, and the Institute's Rules deliberately give him this flexibility.

(i). **Questionnaire Form:** In this scheme, the arbitrator will first send out a detailed form for completion by both parties. This will provide him with the details of the dispute so he can decide how to present their cases.

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

(iii) **Award:** The arbitrator's decision is made formally in his award which is sent to both parties. The award is a final and binding resolution of the dispute.

(iv) **Arbitrator's Fee:** A fee is payable to the arbitrator for the conduct of the arbitration. The Retailer/Organiser normally pays this fee but the arbitrator has absolute discretion to award this cost as he thinks fit.

Taking into consideration all relevant factors after following the complaints procedure as described in these conditions and to which such complaints affected the overall enjoyment of your holiday, which were within our control, we will as a gesture of goodwill provide reasonable compensation, the maximum of which will be a voucher for a return holiday to Trabolgan, where everything has gone wrong and your party has not received any benefit at all from your booking. This contract supersedes all previous editions.