

Country Music Tours  
Main Street  
Frosses  
Co Donegal  
Tel : +353 74 9119955  
Tel : +353 87 3410550  
Licence No: T.A. 0805

## COUNTRY MUSIC TOURS

### Booking Form



<u>Holiday Details</u>	
Tour Name:	
Departure Date/Time:	
Departure Airport:	
Destination:	
No of Nights:	
Hotel Name / Apartment:	
Accommodation Type:	
If you are travelling alone are you willing to share:	

<u>Passenger Details</u>						
Mr /Ms	Name as per passport:	Surname	DOB:	Postal Address:		

Tel no:
Mobile no:
Email address:

***Country Music Tours holds a Travel Agents Licence Number T.A, 0805 issued by the Commission of Aviation Regulation and have arranged the requisite bond. In the unlikely event of our insolvency before or during your package, any money which you have paid to us is fully secure and if you are overseas full arrangements will be made to repatriate you at the end of the package.***

### Insurance Details

It is imperative that you have adequate travel insurance. If you have not purchased fully comprehensive travel insurance from Country Music tours please provide full details (and submit copy) of your own insurance including Name of Insurance Company, Policy number, 24- hour emergency number and also date issued. PL

**Insurance Details:**

### Special Requests

Special requests are simply that “special requests” we cannot guarantee that all will be met, but please be assured that we will pass these on to the relevant suppliers and they will do their best to accommodate you where possible.

### **To be completed by the customer:**

I agree that my signature on this booking form constitutes my agreement and the agreement of the persons named on the booking form to be bound by the terms and conditions set down in the booking form and I hereby confirm that my attention has been drawn to the said Terms and conditions herein contained and the terms of the organiser travel insurance scheme. I have read and understood the details provided in relation to the Arbitration scheme, and agree that any dispute or difference of any kind which arises or occurs in relation to anything or matter arising out of or in connection with the contract as provided for clause 8 of this booking form shall be referred to Arbitration under the Arbitration Rules of the chartered institute of Arbitrators Irish Branch. I warrant and represent that all the information provided by me is true and accurate and that I have been authorised by all persons names on this booking form as consumers to execute this agreement on their behalf and accordingly. I sign my name both as their agent and on my own behalf.

**Signature:**

**Date:**

### **To be completed by the retailer.**

We hereby certify that we have specifically brought the attention of the consumer to the terms and conditions contained in this booking form together with the details of the organiser Travel insurance scheme and the Arbitration scheme prior to the signing thereof by the consumer and in the event of any dispute arising relating to the construction or performance of this agreement. We hereby agree to submit such dispute to Arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators Irish branch in accordance with clause 8 of this booking form.

**Signature:**

**Date:**

**1. Who we are** - We are SK Travel Limited, trading as Country Music Tours, our registered address is at Main Street, Frosses, Co Donegal F94 V2W1, telephone number:00353 – 749119955 and email address: [info@countrymusic tours.ie](mailto:info@countrymusic tours.ie) and we are the organiser of your package holiday. We are responsible for the proper performance of all travel services included in the booking

References to “**you**” and “**your**” will include the lead name and all persons named on the booking.

References to ‘**the booking**’, ‘**your booking**’, ‘**the holiday**’, ‘**your holiday**’, ‘**the package**’ and ‘**your package**’ refer to your package travel contract with us, as confirmed by us in our confirmation invoice, and any changes made in accordance with these Booking Terms and Conditions.

**Lead Name** means, the person who is over 18 years of age and has the legal capacity and authority to book the package on behalf of those persons travelling on the booking and act on their behalf in relation to the booking.

**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 warfare, other serious security problems such as terrorism, significant risks to human health, such as the outbreak of a serious disease, at the travel destination, or natural disasters such as floods, earthquakes, or weather conditions which make it impossible to travel safely to the destination as agreed in your booking, natural disasters, fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, riots, 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 us or any other reason beyond our control.

**2. Making a Booking with us** - A booking is made when (i) we have received our Booking Form, duly signed and completed together with payment of the deposit in respect of each person travelling on the booking and (ii) we have issued our Confirmation Invoice.

These terms and conditions, our Booking Form, duly signed and completed and the contents of our brochure and/or website, together with the terms and conditions of any of our suppliers, such as transport operators and accommodation providers, apply to the booking (copies of which can be provided on request).

The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of those travelling on the booking. **We will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations.**

**3. Payment** -The holiday must be paid for in full 8 weeks before the scheduled date of departure or if the contract is made later than 8 weeks before the scheduled date of departure it must be paid for in full on the signing of the Booking Form. If we do not receive full payment by this date then we reserve the right to charge applicable cancellation charges as outlined in clause 5.1 below. As cancellation cover applies immediately, any insurance premium paid is not refundable. In accordance with the provisions of Clause 2 you should be aware that some suppliers, such as carriers, cruise companies etc. impose cancellation fees and apply restrictions which are not within our control and for which we shall not be liable. A deposit of €250 per person is required in order to make a booking. Deposits are non-refundable.

## **4. Changes**

### **4.1 If you change your booking -**

(i) Transferring your booking - You may transfer the package to another person (the ‘Transferee’), who satisfies all the conditions that apply to the booking, provided you give us at least 7 days written notice of the change, and the Transferee accepts our Booking Terms and Conditions. It should be noted that on a transfer, you and the Transferee shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer.

(ii) Other changes to your booking - If you wish to make changes to your booking after we have issued our confirmation invoice, we will make every attempt to facilitate you. Any request for a change must be made in writing and accompanied by a payment of an administration fee of €35. If we are able to make the changes to your booking, we will make the appropriate adjustments to the price of the holiday, by either refunding you the difference between the original price and the revised price or requesting payment of an increased amount. Once travel has commenced, no changes or alterations may be made by you and no refunds shall be made to you in respect of flights or other travel arrangements, which are not availed of. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the ticket.

## **4.2 Changes made by us**

### **(i) Price Changes**

We reserve the right to increase the price of your booking, after you have booked, but no later than 20 days before the start of the package, only where there is a change in:

- the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- the level of taxes or fees on the travel services included in your booking, arising from the imposition by third parties, not directly involved in the performance of your package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or
- the exchange rates relevant to your package.

If any of the costs referred to above decrease, before the start of the package, you will be entitled to a price reduction and will receive a refund of the amount due less any administrative expenses we have incurred.

If the price increase exceeds 8% of the total price of your booking (excluding any insurance premiums or amendment charges), you can either: -

- (a) accept the proposed change; or
- (b) cancel your booking and receive a full refund of all the monies you have paid to us [except for any insurance premiums (unless you can show us that you cannot reuse your policy) and any amendment charges]

### **(ii) Changes other than price changes**

Without prejudice to your statutory rights, we reserve the right to make changes to your holiday arrangements at any time.

## **Insignificant Changes**

If we make an insignificant change, we will inform you, as soon as we can, if there is time before your departure.

## **Significant Changes**

Occasionally, after we have confirmed your booking, we have to make significant changes to your booking, such as a price increase of more than 8%, or a change to your holiday, which results in more than 12 hours change in the time of departure or return, or a change of resort, or in the type of accommodation offered, or some other significant alteration to any of the main characteristics of the travel services you have booked.

Where we have to make a significant change, we will inform you without undue delay and you will have the choice to:

- (a) accept the proposed change; or
- (b) accept an alternative holiday, if available, and if the alternative holiday is of lower quality or cost, you shall be entitled to a refund of any price difference; or
- (c) cancel your booking and receive a full refund of all the monies you have paid (except for any insurance premiums, unless you can show us that you cannot reuse your policy).

You must inform us of your choice within 7 days from the date upon which we notified you of the significant change. Where you accept the significant change or an alternative holiday, these Booking Terms and Conditions will continue to apply to your booking. If you do not respond to us within 7

days, we will assume that you are not accepting options (a) or (b) and you will only be entitled to a refund in accordance with option (c) above.

## 5. Cancellation

**5.1 If you cancel your booking** - You may cancel your booking at any time before the start of your holiday in return for payment of the cancellation fees detailed in box below.

Number of days before departure	Cancellation charge
8 weeks or more	Loss of deposit
8 weeks to 6 weeks	50%
6 weeks to 4 weeks	75%
4 weeks or less	100%

Deposits are non-refundable - 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 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.

### 5.2 If we cancel your booking

Without prejudice to your statutory rights, we reserve the right to make changes to your holiday arrangements at any time, including when there are not enough people booked and we have notified you of the minimum number required. In these circumstances we'll let you know based on the duration of your holiday as follows:

Duration of your package	Notice of Cancellation
More than 6 days	20 days before departure
Between 2 and 6 days	7 days before departure
Less than 2 days	48 hours before departure

If we cancel your booking, we will pay you compensation in accordance with clause 6 below, unless the reason for the cancellation was due to **unavoidable and extraordinary circumstances** or where the minimum number of persons required for the package to take place has not been reached, or for non-payment of your balance.

## 6. Compensation Significant Changes/Cancellation

Where we cancel your booking or where you do not accept a significant change (see Clause 4.2(ii) above) and choose to cancel your booking we will pay you compensation in accordance with the scale set out in the box below

Period before departure when significant change or cancellation is notified	Compensation payable per person
Within 8 weeks	€20
Within 6 weeks	€30
Within 4/2 weeks	€40/€60

You will not be entitled to compensation where the cancellation or significant change is due to **unavoidable and extraordinary circumstances**.

**7. Special Requests** - Special requests (e.g. ground floor accommodation, sea view etc.) must be communicated by you in writing to us at the time of making the booking. We will do our best to fulfil such requests. The granting of such requests is the sole responsibility of the relevant supplier. No liability shall attach to us for failure to comply with a special request and such requests do not form part of our contract with you.

**8. Persons with Special Needs** - It shall be the lead name's responsibility to disclose to us, prior to booking, any physical or mental condition of a member of the party which may be relevant. We may require the member of the party to produce a doctor's certificate, certifying that the person in question is fit to participate. If we are unable to properly accommodate the needs of the person concerned, we will not confirm the booking for that person or if we were not provided with full details at the time of booking, we will cancel the booking in respect of that person and impose applicable cancellation charges when we become aware of these details.

**9. Insurance** - It is a condition of booking that you and all members of your party, including infants and children, are covered either by the travel insurance policy arranged by us or covered by another travel insurance policy which provides at least the same level of cover as that afforded by the policy arranged by us.

It is your responsibility to check that the insurance policy provides the desired level of cover. In so arranging insurance cover we are acting as the agent of the relevant insurer and shall not be responsible to you for any default by the insurer under that policy. All claims made against the insurance policy shall be made directly to the insurer. You shall be responsible for making any special or increased insurance arrangements which are deemed necessary by your insurer.

**10. Our Responsibility to You** - We are responsible for the proper performance of all travel services included in your booking. You must inform us, without undue delay of any failure on our part or our suppliers' part to perform or properly perform any of the travel services included in your booking. If we don't remedy the problem within a reasonable time period, you may be entitled to an appropriate price reduction and/or compensation.

We shall not be liable for any failure to perform or improper performance of the contract where the failure or improper performance is, (i) attributable to you or (ii) attributable to a third party unconnected with the provision of the travel services included in your booking and is unforeseeable and unavoidable or (iii) is due to **unavoidable and extraordinary circumstances**.

**Limitation of Our Liability** - In the case of damage other than death or personal injury or damage caused intentionally or negligently on our part or that of our suppliers, the amount of compensation which we will pay to you will be limited to three times the cost of the holiday.

Also, our liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the travel 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 Ireland.

For international transport by air, the provisions of the Warsaw Convention/ the Montréal Convention may apply. For international transport by water, the provisions of the Athens Convention may apply. In respect of rail travel, the Berne Convention, in respect of carriage by road, the Geneva Convention; and, in respect of hotels, the Paris Convention may apply.

This means that we are 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 your holiday. Further, the operating carrier or transport operator's conditions of carriage will apply to you and form part of your contract with us and with the transport company or carrier.

A copy of the conditions of carriage applicable to the holiday and the conventions referred to above, can be supplied on request. We are entitled to deduct any money which you receive or are entitled to receive from the relevant supplier from any payments we may make to you.

In the event of any liability on our part for injury, illness or death, no payment will be made unless the following conditions are complied with:

- (i) you must advise us in relation to the injury or illness while at the resort and must also write to us within 28 days of the completion of the holiday;
- (ii) you transfer any rights that you may have, in respect of such injury, illness or death against any person to us or our insurers;
- (iii) you must co-operate fully with us to enable us or our insurers to enforce such rights.

**Identity of Air Carriers** - We are obliged to inform you, at the time of booking, of the identity of the operating carrier(s) which is/are due to perform, or likely to perform, your flight and if there are any changes to the operating air carrier(s) we are obliged to inform you of any such change(s) as soon as possible. If we don't know the identity of the operating carrier(s) at the time of booking, we must inform you of same as soon as such identity is established. In all cases, we are obliged to inform you of the identity of the operating air carrier at check-in or on boarding, where no check-in is required for a connecting flight. In accordance with EU Directive- (EC) No. 2111/2005, we are required to bring to your attention the existence of a 'Community Blacklist' which contains details of air carriers that are subject to an operating ban within the EU Community. The EU Community list is available for inspection at [https://ec.europa.eu/transport/sites/transport/files/air-safety-list\\_en.pdf](https://ec.europa.eu/transport/sites/transport/files/air-safety-list_en.pdf)

## EU Regulation 261/04

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, in circumstances which would entitle you to claim compensation against the airline under EU Regulation 261/04 ('Reg 261/04'), you must pursue the airline for compensation due to you. Reimbursement of the cost of a flight that forms part of your holiday does not automatically entitle you to reimbursement of the cost of your holiday from us. We have no liability to make any payment to you in relation to Reg 261/04. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If the airline does not comply with its obligations under Reg 261/04, you should report this to the Commission for Aviation Regulation, further information can be found at <https://www.flihtrights.ie/>. To avoid over-compensation, we are entitled to deduct any money which you have received or are entitled to receive from the carrier under Reg 261/04 from any compensation payments we make to you.

**Your Responsibilities** - where as a result of your actions either or both of the following incidents occur: (i) there is a delay or diversion to the means of transportation included in the package, (ii) the accommodation in which you are staying damaged, you agree to indemnify us against any claim (including legal costs) made against us in relation to the occurrence of such incidents.

We reserve the right to terminate the package contract with you if your behaviour or conduct either prior to or during a holiday is likely to endanger your safety or wellbeing or ours (including our representatives, contractors, agents and employees) or that of others and the cancellation charges as provided for in Clause 5.1 shall apply.

## 11. Complaints

**During your holiday** - If you are unhappy with any of the travel services you have booked, the group leader should, inform 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 your travel documents and itinerary supplied before departure *or make contact with your travel assistance in resort* 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.

**12. 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 licence Number T.A. 0805 issued by the Commission for Aviation Regulation, 3<sup>rd</sup> Floor, Alexandra House, Earlsfort Terrace, Dublin 2, Telephone Number +353 1 6611700, Email: [info@aviationreg.ie](mailto:info@aviationreg.ie) and as a requirement have arranged an approved secured bond.

**13. 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.

## **14. Passports, Visas & Passenger Names & Health Formalities**

### **Passports & Visas**

It is your responsibility to check with the relevant Embassies and/or Consulates for your specific passport, visa and immigration requirements and to comply with such requirements. We do not accept any responsibility if you cannot travel or suffer any other loss because you have not complied with these. Up to date travel advices can be obtained from the Department of Foreign Affairs, [www.dfa.ie/travelwise](http://www.dfa.ie/travelwise). Most countries now require passports to be valid for at least **6 months** after your return date. You agree to reimburse us in relation to any fines or other losses we incur as a result of your failure to comply with any such requirements.

### **Passenger Names**

It is the Lead Name's responsibility to ensure that all passenger names provided to us at the time of booking are as per passport and they must be in typed format and submitted to us via email, fax or post. If any changes are to be made once airline seats have been purchased then name change fees will apply, see Clause 4.1(i) above.

### **Health Formalities**

You'll need vaccinations to visit some of our destinations. You should speak to your doctor at least 2 months before you're due to go away. Some treatments, for malaria for example, should begin well before you go. If you're booking within 3 weeks of your departure, speak to your doctor before you book.

## **15. Data Protection and Privacy**

Please see our [privacy policy](#) for full information regarding the way in which we use and store your personal data.

## **16. Governing Law & Jurisdiction**

These Booking Terms and Conditions and any agreement to which they apply 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 these booking terms and conditions and any agreement to which they apply.

AUGUST 2020