

Imagine Ireland Booking Conditions (Large print available on request)

Imagine Ireland Ltd is registered in England at Embsay Mills, Embsay, Skipton North Yorkshire BD23 6QF, with company number 4827286. We have been successfully helping people book their holidays to Ireland for over 14 years and we pride ourselves on our high standard of service and excellent reputation with our clients and the suppliers of your holiday.

For your peace of mind we are registered with the Financial Conduct Authority and can arrange travel insurance on your behalf. We are PCI Security Council compliant, all credit and debit card payments are encrypted and stored according to the Payment Card Industry Data Security Standard and all monies you place with us are forwarded to the supplier concerned well in advance of your holiday.

These Booking Conditions contain important information concerning your booking. Please read them carefully as they set out our respective rights and obligations. When you make a booking with us whether by email, internet or telephone and these conditions are deemed to have been accepted by you.

1. In these Booking Conditions, “you” and “your” means the first named person on the booking (the “party leader”) and all other members of the holiday party as appropriate (including any persons who are later added to or substituted on the booking) or any of them as the context requires. References to your “holiday” or “arrangements” means the property, travel and/or other services, as applicable, booked and paid for in the UK through Imagine Ireland Ltd (“we” and “us”). References to “Property Owner” means the owner(s) of the properties, or any of them, featured by us in our brochure, website and any other material. References to “Service Provider” means the ferry operators and car hire companies, or any of them, who provide the ferry crossings or car hire offered arranged by us on your behalf.

At all times we act as agent only for the arrangements we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any arrangements you purchase or for the acts or omissions of any Property Owner or Service Provider connected with your holiday. For all arrangements, your contract will be with the Property Owner or Service Provider in question and their terms and conditions will apply to your booking. Their terms and conditions may limit and/or exclude their liability to you.

All Property Owners have agreed that these Booking Conditions together with the description of your holiday property and the general information contained in this brochure and on our website will form the basis of your agreement with the Property Owner in relation to the rental of any holiday property although please note that they reserve the right to introduce other conditions or vary these conditions. Where additional terms apply to any holiday property rental we will inform you at the time of booking.

The terms and conditions of the Service Provider of your confirmed arrangements will apply to your booking. Copies of these conditions are available on request from us. If you need to cancel or amend a confirmed booking, cancellation/ amendment charges will generally be payable. The amount of such

charges varies according to the time your notice of cancellation is received before departure. Please check the Service Provider's terms and conditions. These Booking Conditions together with the description of your holiday property and the general information contained in this brochure and on our website also contain information about your booking and how we can assist you with making your booking with the Service Provider.

Please note, we do not sell or offer for sale any "packages" or act as an "organiser" within the meaning of the Package Travel, Package Holidays and Package Tours Regulations 1992 ("the Regulations") and the Regulations do not apply to any booking you may make with us

2. YOUR BOOKING

The party leader must be 18 years or over when you make your booking. The Property Owner/Service Provider will enter into a contract with you when they confirm your booking. We will forward your written confirmation either by post or by email, as requested. It is your responsibility to check your emails regularly and advise of any change to your email address. As soon as your confirmation is received, you should check the details carefully. If anything is not correct you must tell us within 7 days of receipt of confirmation by telephoning Customer Care on 01756 707726 or from overseas 0044 (0)1756 707726. Our Customer Care Department is open Monday – Friday 9am – 5pm. We reserve the right to charge an amendment fee of £30 to administer/correct any error by you or where you fail to notify us of any error within 7 days of receipt, this is in addition to any charges which may be due to the Service Provider concerned.

3. PAYING FOR YOUR HOLIDAY

Except where otherwise advised or stated in the booking conditions of the Property Owner/Service Provider concerned, all monies you pay to us for your holiday will be held on their behalf. A Booking Fee is payable by the holidaymaker to the Agent and added to the cost of accommodation. This is £23 per property per short break (3 nights) or £38 per property per week (4 to 7 nights). Thereafter, a £38 booking fee is charged per property per additional week (4 – 7 nights) and/or £23 per property per additional 1 - 3 nights. We will advise you of the payment required at the time of booking. For accommodation booked within 8 weeks of the start of your holiday this will be the full cost of your holiday. You may pay on-line by debit/credit card, by bank transfer to our Euro, Sterling or Dollar Bank account or by sending a sterling or euro cheque.

Where you pay a deposit at the time of booking, the full balance payment is due 8 weeks prior to the start of the holiday. At the time of booking where paying your deposit by credit or debit card, you can authorise us to automatically deduct the balance from your card when it becomes due. If the balance is not received by the due date, the Property Owner or Service Provider may treat your booking as cancelled by you. In the case of accommodation, cancellation charges will be payable in accordance with clause 7. If we have to contact you for payment after your final balance payment has become due, a charge of £10 will be made for every reminder sent out on your behalf. All prices quoted and otherwise advised to you include all relevant taxes in force at the time the brochure was published. They are subject to change if the appropriate rate alters or a new tax applies. Prices may be increased

or decreased at any time by the Property Owner or Service Provider. Changes and errors occasionally occur in advertised, published and confirmed prices; hence you should check all details of your chosen holiday (including the price) at the time of booking and particularly on receipt of your confirmation.

Low Deposit Offers – Where a property is advertised for sale with either a lower than usual deposit or no deposit then you agree to pay the difference between the amount paid and the usual full deposit at the time the balance of your booking is due. If you cancel your booking prior to the balance due date, you also agree to pay the difference between the amount paid and the usual full deposit amount because a cancellation charge equal to the full deposit amount for the property will apply. Payment of that sum will be due immediately when you instruct us to cancel your booking.

4. PRICING

Please note, changes and errors occasionally occur due to circumstances which are beyond our control - such as currency fluctuations - we do need to reserve the right to increase or indeed decrease prices before your final balance is paid and we will advise you accordingly. In the event that there is a change in price after your booking is confirmed, we will advise you of this and offer a comparable option or your money refunded if you wish to make alternative arrangements.

Special offers, discounts or savings advertised are available on selected properties on selected dates. Prices offered in 2018 for holiday start dates in 2019 may be subject to alteration.

The sterling/ euro exchange rate has varied considerably in recent times. In the event that the sterling/euro exchange rate varies after our brochure is published the Property Owner and/or Service Provider is entitled to increase their sterling equivalent prices prior to or at the time of booking.

5. BROCHURE

We take due care and do everything we reasonably can to ensure that the information provided in the brochure, on our website or in other material produced is accurate. If we become aware of any changes to any arrangements booked through us, we will always tell you as soon as possible. We cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in our brochure, on our website, or in other material produced by us. All distances are approximate. This brochure was published in December 2017 and the prices and booking conditions it contains supersede all previous editions. Subsequent editions and our updated website may supersede prices and booking conditions in this brochure and the website will contain the most up-to-date information to date.

6. FORCE MAJEURE

In these Booking Conditions, “force majeure” means any event or circumstances beyond the reasonable control of the Property Owner. Property Owners cannot accept any liability or pay any compensation or be responsible for any resulting costs or expenses where the performance or prompt

performance of the obligations of the party concerned is prevented or affected by or you otherwise suffer any damage or loss as a result of force majeure.

7. AMENDMENTS OR CANCELLATION BY YOU

An amendment fee of £30 will be charged for every change made to a holiday booking to cover our administration costs. There may in addition be costs or charges incurred or imposed by the Property Owner and/or any Service Provider. Subject to availability, the agreement of the Property Owner and the above amendment fee, you may transfer your booking to a different arrival date. If the rental price for the alternative arrival date is higher than that payable for the original date, you will have to pay the extra amount. If the rental price for the alternative arrival date is lower than that payable for the original date, the Property Owner may at his discretion agree to refund the difference but is not obliged to do so.

Full and Part Cancellation of your holiday booking.

The party leader must confirm cancellation in writing which will take effect from the day we receive the email or letter. Unless we otherwise advise you at the time of booking the cancellation charges set out below will be applied by the Property Owner in question, any Service Provider will have separate charges (available on request) payable in addition. Cancellation charges vary depending on the number of days before the arrival date/start date of the service that your letter is received by us.

More than 57 days before the arrival date at the property or start date of the service the amount payable is the full deposit (including any balance of deposit due in case of low deposit offers or the full deposit normally payable in the case of nil deposit offers). Within 29-56 days before the arrival date at the property or start date of the service the amount payable is 50% of the property rental element of the booking cancelled or full deposit (including any balance of deposit due) whichever is the greater.

15-28 days before the arrival date at the property or the start date of the service the amount payable is 75% of the property rental element of the booking cancelled or full deposit (including any balance of deposit due) whichever is the greater.

Within 0-14 days before the arrival date at the property or start date of the service the amount payable is the total cost of the property rental element of the booking cancelled and the booking fee. Please note, references to your deposit include the booking fee payable to us.

If your reason for cancelling is covered by our recommended Personal Travel Insurance then the party leader should request a claim form directly from the Insurers, complete and return directly to the Insurers with a copy of your holiday confirmation.

We do not accept or process claims. Insurance premiums, our booking fees, maps and administration and amendment charges are not refundable in the event of cancellation.

8. AMENDMENTS OR CANCELLATION BY THE PROPERTY OWNER/ SERVICE PROVIDER

Changes outside the control of the Property Owner/Service Provider occasionally occur and bookings have to be changed or cancelled or errors in brochure or other details corrected. The Property Owner/Service Provider will therefore reserve the right to do so. We are not liable for any changes, cancellations or errors made by a Property Owner/Service Provider (including the effect of any change or cancellation on any other services). Where a Property Owner cancels a booking or the property becomes unavailable for any reason, the Property Owner will, where reasonably possible, endeavour to offer you an alternative property or may ask us to suggest an alternative from those featured in our brochure or on our website in our capacity as agent. You will be responsible for meeting the cost of the alternative property but any amounts paid towards the cost of the cancelled booking may be credited by the Property Owner to the new booking.

9. YOUR LIABILITY AND THE PROPERTY

It is the requirements and standards of Ireland which apply to your booking not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

The property may not be occupied before 16:00 hrs (4 pm) on the rental start date unless prior permission has been obtained from the Property Owner. The property should be vacated by 10:00 hrs (10 am) on the final day of the rental. You should contact the Property Owner/ caretaker no later than 48 hours before the holiday start date to finalise all arrival details, including agreed arrival time and key collection. The international dialling code for Ireland is 00353 from the UK and ++353 from other countries. You should advise the Property Owner/caretaker of any travel delay the moment you become aware of it so that suitable arrangements can be made. If you do not follow the above procedure and fail to gain access to the property, you will be fully responsible for all costs incurred as a result including the costs of any temporary accommodation, or other temporary arrangements made, until you can gain access to the property.

You agree both to keep the property clean and tidy and to leave the property in a clean and tidy condition on the final day with all furniture where located at the outset of the rental. A charge will be made if additional cleaning is required. You further agree not to use the property for any purpose other than that of your own holiday, including without limitation assigning or subletting it or using it for any business. You undertake to pay all extra charges and to indemnify the Property Owner against any damage or loss caused by you or anyone you allow in the property.

You are responsible to the Property Owner for the actual costs of any breakage or damage in or to the property along with any additional costs that may result/which are caused by you or anyone you allow in the property and the Property Owner can require payment from you to cover any such costs.

The Property Owner is entitled at his/her sole and absolute discretion to refuse to hand over the keys to you, and/or to repossess the property, if the Property Owner reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or anyone you have allowed in the property. The total number in the party should not exceed the number stated for any particular property as detailed in the brochure, unless prior consent has been obtained. If this is disregarded the Property Owner reserves the right to terminate the rental without notice in which case the booking

will be treated as cancelled by you. No refund of any monies you have paid in respect of your booking will be made, full cancellation charges will apply and the Property Owner will have no liability to you as a result of this situation arising (including e.g. any costs or expenses incurred due to not being able to occupy the property, such as the cost of securing an alternative property/ accommodation). In this situation, neither the Property Owner nor us are under any obligation to find any alternative accommodation for you.

You should allow the Property Owner and any representative of the Property Owner (including workmen) access to the property at any reasonable time during your occupation of the property. In cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time the Property Owner is entitled to enter the property at any time without giving you prior notice. Two or Four Person Pricing: These prices relate solely to occupancy by one or two persons for the 2 person price and one to four persons for the 4 person price and one baby up to 18 months at the time of travel. The Property Owner is only responsible to make up beds for the stated number of occupants on the confirmation form and has the right to lock other bedrooms not requested at the time of booking. The Property Owner is entitled to ask for a minimum additional charge of £100 or the standard weekly tariff, as the Property Owner determines, at the time of the holiday if the 2 or 4

person pricing conditions above are broken. The Property Owner can refuse entry if any such additional sum is not paid.

Security/Damage Deposit: A Security/Damage Deposit may be requested and payable on arrival. Any deposit will be returned at the end of the rental period (unless other arrangements are stipulated) providing the premises have been left in the same condition as which they were found, save for reasonable wear and tear. The Property Owner reserves the right to retain either all or part of the security/damage deposit as payment against any actual or estimated losses. If any damage exceeds the amount of the security/damage deposit you will be liable to the Property Owner for any additional sums. If any estimated amount is lower than the amount retained by the Property Owner the difference will be refunded to you.

10. PETS

Pets are only allowed at properties that state they are allowed in the brochure/on our website. It is your responsibility to advise us at the time of booking of any pets you are or might be taking. If you take a pet or type of pet into a property that does not allow them, or you exceed the stated number/size of pets, the Property Owner reserves the right to terminate the rental without notice. In such an event the booking will be treated as cancelled by you. Pets are not allowed in bedrooms, in the bath/ shower, on furniture or in any communal facilities, such as swimming pools or shops. Pets should not be left unattended in the property. Dogs should be kept on a lead within the boundaries of a property including the garden. It is your responsibility to clean up after your pet inside and outside. You are responsible for any damage, loss or additional cleaning caused by your pet. Regulations concerning the control of dogs in Ireland can be obtained from the Department of the Environment, tel: 00353 (1) 2225275

www.environ.ie. Under the EU pet movement system, all pet dogs, cats and ferrets moving between EU Member States must meet the same animal health rules. All pets travelling from the Republic of Ireland to the UK or Continental Europe must be micro chipped, vaccinated against rabies and

accompanied by a pet passport. Please note it is your responsibility to provide all necessary documents and make all arrangements to satisfy all legal requirements.

11. OUR LIABILITY

Our maximum liability to you if we are found to have been at fault in relation to any service we provide (as opposed to any service provided by any Property Owner or Service Provider) is limited to the commission we have earned or are due to earn in relation to the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

12. COMPLAINTS

If you are not entirely satisfied with the property, you should contact the Property Owner or their local representative immediately and attempt to resolve the problem on site during the holiday. This is very important, as it gives the Property Owner or their local representative the opportunity to visit the property and understand the nature of your concern, and respond quickly and effectively. This applies particularly to complaints of a transient nature, (e.g. cleanliness or heating) as these can be rectified shortly after notification.

Where it is not possible to resolve the concern locally, you should contact us by telephone in the UK during your holiday on the Emergency Contact Telephone number 0044 (0) 1756 707783. This Emergency Contact number is manned Monday to Friday 9am – 5pm and on Saturday from 4pm – 7pm and on Sunday 9am – 1pm. Should you ring outside office hours or during office hours and all lines are engaged, then a 24 hour answer machine operates in which instance you should leave clear details of your name, contact phone number, booking reference number and/or your home post code and a brief message.

The Property Owner should be given first the opportunity to rectify a situation. If you fail to follow this simple complaints procedure your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result. You should therefore ensure that you follow this procedure as neither we nor the Property Owner or Service Provider will deal with complaints outside of it or through other channels, such as social media. If you have any complaints concerning any services we provide (as opposed to those provided by any Property Owner or Service Provider), you must inform us straight away in writing and in any event within 14 days of the end of any arrangements booked through us. If you have any complaints concerning your property that are not resolved to your satisfaction whilst you are staying there, you should within 14 days of the end of the rental period, put your comments in writing to us and we will forward them to the Property Owner. Complaints concerning any Service Provider should be directed to the Service Provider concerned in accordance with their procedures.

13. DISABILITIES AND MEDICAL PROBLEMS AND SPECIAL REQUESTS

If you have a special request, please give us the full details in writing before you confirm your booking. We will liaise with the Property Owner/Service Provider as appropriate but it is not our responsibility for meeting any special requests. No guarantees are given that any special request will be met and a note of the same on your confirmation invoice or elsewhere is not confirmation that the requirements or request will be complied with.

Failure to meet any special request will not be a breach of contract unless specifically confirmed in writing by the Property Owner/ Service Provider. If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. If full details are not given at the time of booking or the condition / disability develops after booking, the Service Provider or Property Owner may cancel when they become aware of these details.

14. PERSONAL HOLIDAY INSURANCE

You are strongly advised to obtain personal travel insurance for your holiday. Where you elect to purchase our travel insurance, insurance premiums should be paid at the time of booking, as cover will not be effective until we receive all applicable premiums in full. Please note that whilst there is no upper age limit on our policy, there are age limits applied to certain sections of cover. Please ensure the policy is read carefully to ensure it meets with your requirements

15. LAW AND JURISDICTION

The contract between you and the Property Owner and any matter arising out of or in connection with it is governed by the law of the country where the property is situated.

The contract between you and the Service Provider and any matter arising from or in connection with it is governed in accordance with the Service Provider's terms and conditions. In the event of any dispute or issue arising between you and us in relation to the service we provide English law will apply and we both agree that a claim may only be brought in the Courts of England and Wales to the exclusion of all other courts.

16. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

Provided that you are a British Citizen, born in the UK, and travelling from Britain, you will not need a passport or visa for your Irish holiday (unless you are travelling by air, in which case your passport will

be required as ID at your departure airport). If you are travelling from other countries, or you are not a British Citizen, you should check with the Irish Embassy, 17 Grosvenor Place, London SW1X 7HR.

If you travel by car you require your full valid driving licence. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth.

At the time of publication of this brochure, we are not aware of any compulsory health requirements applicable to British citizens taking any of the holidays we feature. The European Community (EC) reciprocal health care arrangements apply to Ireland. Only state provided treatment is covered and may not cover all of the things that you would expect free of charge from the NHS. Evidence of residence in the UK is required i.e. NHS medical card or driving licence. If you are taken ill or have an accident, free or reduced-cost necessary treatment is available. You should contact the Health Board of the area where you are staying otherwise the service will not be free of charge. For absolute peace of mind we strongly recommend full and comprehensive personal insurance cover. See page 93 of this brochure or Insurance section of our website.

17. DATA PROTECTION

For the purposes of the Data Protection Act 1998 and the GDPR (General Data Protection Regulation) May 2018, Imagine Ireland Ltd are the sole data controller of all personal data provided to us by customers and prospective customers. In order to make your booking, we must collect certain personal details from you (for example, names, addresses and contact details of all party members, credit or debit card details, information relating to disabilities or medical conditions) which we need to pass on to Property Owners, Service Providers and other third parties (such as credit/debit card processors) who need to know them so that your holiday can be provided. We would also like to retain your contact details for the purposes of future marketing we may wish to send you. We will not, however, provide your personal details to any third party for marketing purposes. If you do not want us to send you any further marketing at any time, please advise our reservation team.

We may monitor, record, store and use any telephone, email or other communication with you in order to check any instructions given to us, for training purposes, for crime prevention and to improve the quality of our customer services.

BOOKING CONDITIONS LARGE PRINT AVAILABLE ON REQUEST.

All details are correct at the time of publication but may be subject to alteration.

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