

BOOKING CONDITIONS



SURNAME (Name of Car Driver, if applicable, to be entered first)	First name	Age	Title Mr/Mrs/Ms	Holiday Insurance Required YES/NO If NO, specify insurance cover	Address / Agent's Stamp	Agent's Ref:
						Date:

YOUR TRAVEL ARRANGEMENTS ARE PROVIDED BY THE FOLLOWING SUPPLIERS:

Flight	Hotel	Car Rental
Transfers	Cruise	Activities

Supplier's terms & conditions available on request.

AIRLINE:

Flight No.	Departure Date	From	To	Depart	Arrive

HOTEL/APARTMENT/COACH TOUR/CRUISE/ACTIVITIES

Hotel/Apartment/Tour	In Date	Out Date	No. of Nights	Room Type	Requests for Extras

CAR RENTAL/AIRPORT TRANSFERS

Car Company	Grade	Pick-Up Date	Location	Drop Off Date	Location	LDW/Fully Inclusive

Transfer details	From	To	From	To	From	To

PAYMENT DETAILS

Deposit plus insurance per person is payable at the time of booking unless a fare increase is imminent in which case the full air fare content is payable as a deposit.	Payment enclosed – Deposit	€	I wish to pay by ACCESS/VISA/LAZER	€ _____ Full amount
	Insurance premium	€	Name	_____
	Tax amount	€	Credit Card No:	_____
	Total	€	Signed:	_____ Expiry Date: _____

TO BE COMPLETED BY THE CUSTOMER

I agree that my signature on this book form constitutes my agreement, and the agreement of all persons named on the form, to be bound by the conditions and I hereby confirm that my attention has been drawn to the said conditions herein and that a separate copy has been provided to me. I warrant and represent that all of the information provided by me is true and accurate and that I have been authorised by all persons named on this booking form as Consumers to execute this agreement on their behalf accordingly, I sign my name as their agent and on my own behalf. I am over 18 years of age. I understand that it is a condition of this booking that all persons named on this form are covered by holiday insurance of at least equivalent standard to that arranged by Cassidy Golf. If we do not take the travel insurance arranged by Cassidy Golf, we agree to indemnify Cassidy Golf for any costs that arise which would otherwise have been met had we availed of the travel insurance arranged by Cassidy Golf.

IT IS HEREBY ACKNOWLEDGED AND ACCEPTED:-

(1) You have read, understood and accept the supplier's booking terms and conditions; (2) Cassidy Golf has no liability or responsibility in the provision or operation of the travel serviced booked by it on your behalf; (3) Your contract for the provision of any travel service is with the supplier of such service.

Signature _____ Date _____

The role and function of Cassidy Golf acting in its capacity as your agent is limited to the following services unless otherwise specifically agreed in writing: (a) the effecting of a reservation; (b) the procuring of confirmation of such reservation; (c) the forwarding of consideration tendered by you for such reservation to the travel supplier; & (d) the confirmation on your behalf of your acceptance of travel service supplier's terms and conditions.

TO BE COMPLETED BY THE TRAVEL AGENT:

I/we hereby certify that I/we have specifically brought the attention of the consumer to the booking contract contained in the form, together with the details of the supplier's travel insurance scheme.

Signature _____ Date _____

Cassidy Golf may use this information provided by you to contact you with the details of other products and services offered by us and companies without our group. If you would prefer your information not to be used in this way, Please tick the box

IMPORTANT: PLEASE READ CAREFULLY. TRAVEL AGENT TERMS OF BUSINESS.

We are licensed as a Travel Agent with the Minister for Public Enterprise License No: TA.0167. Cassidy Golf is a trading name of Linevana Ltd. Company Registration number 106455.

Cassidy Golf is proud to be a fully licensed independent agent and is not a tour operator. Each booking is a separate transaction, available separately at the same price. You may choose your own flight and hotel from any travel provider to create your holiday; you may choose one or several products. We are committed to value, choice, and flexibility. You can use Cassidy Golf to create your own holiday, tailor-made to suit your requirements. Tailor-made Holidays are not Package Holidays.

The following Terms & Conditions apply when you book a Package Holiday with us.

The Consumer hereby appoints Cassidy Golf as his agent to book travel services on his behalf. The total price paid by the consumer relating to the travel services will include the travel agent's commission charge. All references in this agreement to travel agent will be regarded as a reference to Cassidy Golf.

In these conditions the word "Supplier" means the person who provides transport, accommodation and other holiday services to the Consumer, or sells or offers those services to the Consumer whether directly or indirectly through a Travel Agent. Consumer means you, the person who buys or agrees to buy the holiday, or any person on whose behalf you agree to purchase the holiday and who is listed on the Booking Form or any other person to whom you transfer the holiday you have bought.

1. THE CONTRACT

No contract shall arise between the Supplier and Consumer until Cassidy Golf has (i) confirmed the booking with the supplier on your behalf (ii) has received the Booking form (which has, or a faxed copy hereof has, been signed by Cassidy Golf as agent of the Consumer (iii) has confirmed the acceptance of the contract with the Consumer. The terms of the contract between the Consumer and Cassidy Golf are contained solely in the supplier's confirmation, the supplier's brochure or other descriptive material, any airline or sailing ticket issued.

2. PERSONS WITH DISABILITIES

It shall be the Consumer's responsibility to disclose prior to booking to Cassidy Golf any physical or mental condition of a member of his party which may be relevant and no liability shall attach to the Supplier for the booking of an unsuitable holiday for a person with disabilities where disclosure of the disability has not been made to the supplier. Cassidy Golf reserves the right to decline booking a holiday for a person with disabilities where in Cassidy Golf's opinion that holiday would be inconsistent with the special needs of a person with disabilities.

3. TICKETS

Reservations

Be aware that certain airlines do not maintain "real time" seat availability in the airline reservations system to which we connect. Whilst every effort is made to reflect the true situation, instances may occur when airlines cancel sales. We will advise you if this is the case and will do all they can to reinstate your booking.

Tickets

If it is not possible to get your flight tickets to you (e.g. because your travel date is imminent) we may insist that you have an "e-ticket" or a TOD (ticket on departure) generated. A TOD is when you will have to pick up your ticket at your point of departure. We will ensure you know exactly where to pick up your tickets. Where an airline provides e-ticketing on a specific route this will be the only ticketing option made available. Electronic tickets are stored in the airline's computer rather than printed on paper. The service is similar to the traditional paper ticket process but eliminates the time and hassle associated with purchasing or exchanging a paper ticket. When you arrive at the airline check in desk you will be required to present an official form of identification (i.e. passport) to receive your boarding pass. Please note that you must print out your confirmation page or confirmation email to show to the airline. Because your e-ticket is held in the airline's computer, you cannot forget it or lose it. More importantly, your e-ticket cannot be stolen, saving you the cost of a replacement ticket. You do not have to wait for your e-ticket to be delivered to you.

Lost Tickets

If you lose your tickets, it may be possible to re-acquire them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-acquired; which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their delivery. Lost tickets which cannot be re-acquired are refunded at the sole discretion of the airline; these refunds can take up to one year to be authorized.

4. SPECIAL REQUESTS

Special requests (e.g. ground floor accommodation, sea-view, flight seat allocations, etc.) shall be communicated by the Consumer in writing to Cassidy Golf at the time of making the booking. The supplier shall use reasonable endeavors to satisfy such requests. The granting of such requests is the sole responsibility of the property management/airline supplier. No liability shall attach to the Cassidy Golf for failure to comply with a special request and such requests do not form part of the contract.

5. PRICE VARIATION

All prices quoted are stated in Euros and are based on tariffs and exchange rates current and appropriate at the time of publication. If any of these vary the cost of the holiday may increase or decrease accordingly. Any such increase/decrease must be paid by or refunded to the Consumer.

6. THE CONSUMER'S RESPONSIBILITIES

- (a) The Consumer shall check all travel documentation immediately it is furnished to him. If the Consumer considers any document to be incorrect or has a query in relation to its contents, he shall forthwith notify Cassidy Golf of his concern. Cassidy Golf 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.
- (c) The Consumer is restricted by regulation of carriers and executive authorities 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 his luggage or on his person or with items which exceed weight or dimension restrictions applicable.
- (d) The Consumer here by agrees that he shall abide by all instructions or directions given by a member of the Supplier's staff or any crew member of carrier's craft or vehicle used in connection with the holiday and here by agrees to indemnify Cassidy Golf 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.
- (e) It is also the sole responsibility of the Consumer to ensure that he is in possession of all travel documentation i.e. passports, visas (where relevant) and that same are in order. The Consumer hereby agrees to indemnify the Supplier for any costs incurred by the supplier as a consequence of the Consumer failing to have their travel documentation or same not being in order. All passengers including children under the age of 16 should have individual passports.
- (f) Pursuant to Regulation EC261/04 airline passengers are granted new rights including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights will be publicized at EU airports and will also be available from affected airlines. HOWEVER, YOU SHOULD NOTE THAT REIMBURSEMENT OF THE COST OF A FLIGHT THAT FORMS PART OF YOUR HOLIDAY IS THE RESPONSIBILITY OF YOUR HOLIDAY AIRLINE AND WILL NOT ENTITLE YOU TO REIMBURSEMENT OF THE COST OF YOUR HOLIDAY FROM US.

7. LIABILITY

Cassidy Golf as your agent has no responsibility for the performance of the contract by the Supplier. Cassidy Golf's sole liability relates to performance of making the booking on your behalf. Please ensure that you are fully aware of the supplier's terms and conditions of the contract.

Liability of contracting and actual carriers:

If the air carrier actually performing the flight is not the same as the actual carrier, the passenger has the right to address a complaint or to make a claim for damage against either. If the name or code of an air carrier is indicated that air carrier is the contracting air carrier.

Time Limit for action:

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the member states).

A copy of the conditions of carriage applicable to the holiday and the Convention referred to above can be supplied on request. In the event of any liability on the part of the supplier for injury, illness, or death, no payment will be made unless the following conditions are complied with:

- (I) The Consumer must advise the supplier in relation to the injury or illness while the Consumer is at the resort and must also write to the supplier within three months of the completion of the holiday;
- (II) The Consumer must transfer any rights that the Consumer has, in respect of such injury, illness, or death against any person to the supplier;
- (III) The Consumer must co-operate fully with the supplier to enable the supplier or its insurers to enforce such rights.

8. ARBITRATION WITH CASSIDY GOLF.

Any dispute or difference of any kind whatsoever which arises or occurs hereto in relation to anything or matter arising under, out of or in connection with the contract shall where appropriate be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators - Irish Branch. Neither party has a right of Appeal except to the High Court on a point of law. (Details of the said Arbitration Scheme are available on request). Alternatively, claims for less than the jurisdiction of the District Court Small Claims Procedure per booking form may be pursued through the District Court Small Claims Procedure. All claims in excess of the jurisdiction of the District Court Small Claims Procedure shall be referred to arbitration.

9. GOVERNING LAW

The terms of the contract (as provided for in Clause 1(a) of this Booking Form) are to be interpreted under and are subject to the laws of the Republic of Ireland.

10. PAYMENT

- a) The holiday must be paid for in full at least 10 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 this Form.
- b) Deposits & 3rd Party Deposit. All Deposits are non-refundable. Holidays involving Cruises, Charter Flights, Coach Tours, Holiday Homes, Train Tours and/or other outside supplied product will also involve the payment of the deposit required by the 3rd party supplier, this extra deposit will be confirmed and collected at the time of booking. Cassidy Golf will hold these payments for you until the contract between you and the supplier comes into effect. At this point the money will be held by Cassidy Golf. on your behalf.
- c) Instant Purchase Fares. Because of the ever changing nature of airfare structures and the increasing availability of instant purchase air fares most of the flights which we arrange must be paid for in full at the time of booking together with our normal deposit.
- d) Cancellation Policy i) if you do need to cancel your travel plans it is your responsibility to notify us in writing. If you do not pay for the package in full according to the suppliers terms and conditions. Cassidy Golf as your agent has authority to cancel on your behalf:

All cancellation charges apply to each person covered by a booking. As cancellation cover applies immediately, any insurance premium paid is not refundable.

- ii) Cruise. Cancellation of cruise bookings and other products incur charges in addition to the above cancellation charges. These charges will vary depending on the supplier.
- iii) Ticketed flights. Cancellation of holidays involving ticketed flights once tickets have been issued will incur the above charges together with additional charges which may be levied by the airline, which in most cases can be up to 100% of the cost of the airfare.
- e) Cancellation for Non Payment

11. SUBSTITUTION

- (a) As a result of new security systems in place with all scheduled airlines, name changes are strictly not allowed and we are unable to provide the facility of name changes for any airline tickets. We will endeavor to rebook a new ticket on your behalf at the same fare; however, this is not always possible. An additional Commission will also apply should a new ticket have to be issued.
- (b) Where the Consumer is prevented from proceeding with a contract, it may be possible to transfer his contract to a person who satisfies all the conditions of the contract having first given Cassidy Golf reasonable notice of his intention to do so before the departure date. The transferee of the consumer must sign the contract form and comply with the requirements of the supplier applicable to the holiday.
- (c) A Consumer who transfers a booking shall be jointly and severally liable with the transferee to Cassidy Golf for payment of any balance due in respect of the contract entered into for the relevant substitution fee per person substituted. (d) Insurance is not transferable. (e) In accordance with the terms of Clause 1(a) the Consumer who transfers contract and the transferee should be aware of the terms and conditions of the supplier.

12. ALTERATION BY THE CONSUMER

If after acceptance by the supplier a Consumer wishes to alter a holiday, the supplier may do so at its discretion if practicable. A request for alteration must be made by the Consumer by e-mail or in writing to Cassidy Golf (who shall forward same to the supplier) and must be accompanied by an additional commission fee per person, (which payment is not refundable. If the alteration is impracticable the original contract arrangement shall continue to apply. No alteration by the consumer shall be effective until such time as the Supplier issues written confirmation of acceptance of such alteration and the contract between the supplier and the Consumer shall be thereby amended to include such alteration. If only some of the Consumers booking request a change, which is found to be practicable, a price adjustment for all Consumers on the same booking may be payable and must be discharged on the date shown in the suppliers written confirmation of such change. If default is made by the Consumer in complying with the foregoing requirements, the Cassidy Golf have the right to cancel the contract in accordance with Clause 10 and the cancellation charges as provided for in Clause 10 are payable by the Consumer. Once travel has commenced, no changes or alterations may be made by the Consumer and no refunds shall be made in respect of flights or other travel arrangements, which are not availed of.

13. INSURANCE

THE CONSUMER'S ATTENTION IS DRAWN TO THE EXCLUSION CLAUSES AND EXCESSES IN THE INSURANCE POLICY ARRANGED BY CASSIDY GOLF.

It is a condition of this contract that the Consumer is covered either by the travel insurance Scheme arranged by Cassidy Golf or covered by another travel insurance scheme which Furnishes the Consumer with at least the same level of cover as that afforded by the travel Scheme arranged by Cassidy Golf. It is the responsibility of the Consumer to check that the insurance scheme provides the Consumer with his desired level of cover. In arranging any insurance cover for the Consumer Cassidy Golf is acting as the agent of the relevant insurer and shall not be responsible to the Consumer for any default by the insurer under that policy. All claims made against the insurance policy shall be made directly to the insurer. The Consumer shall be responsible for making any special or increased insurance arrangements which he deems necessary.

14. DATA PROTECTION

- a) Cassidy Golf is committed to protecting your privacy and information. A copy of our privacy policy is available on request. Information that you provide us will be held on Cassidy Golf. Computers (and in other ways) for use by us for the following purposes: -
 - (i) Booking Information
 - (ii) Information about you (and your travelling party) may be passed to holiday providers and others and may include things such as age, religious beliefs, dietary requirements, you (or your travelling party's) physical or mental health. This information may also be transferred abroad;
 - (iii) If you apply for insurance, then we may process information (including medical information) about you (or your travelling party) and pass it to the insurers;
 - (iv) Information supplied by you may be processed by us for Statistical Analysis and or Market Research and may in certain instances be disclosed to our agents for the purpose of fraud prevention and or debt collection;

- (v) To contact you via e-mail, letter or phone with details of our or selected suppliers' products and services including financial services, which may be of interest to you. By entering into a contract with us you agree to the use and disclosure of information by our company as described. A copy of your personal information held by us can be provided on request. You have the right to have any inaccurate personal information rectified or erased.
- b) Please note that airlines are required by new laws introduced in a number of countries, the USA, Canada, Mexico, Dubai, Johannesburg, Thailand (this list is subject to change) to give border control agencies access to passenger data. Accordingly, any information we hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary.

15. IDENTITY OF CARRIERS

We are obliged to inform you, at time of booking, of the identity of the operating air carrier(s) which is 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 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, Article 9, 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 Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm

Force Majeure:

We will not be liable for any changes, cancellation, effect on your booking, loss, or damage suffered by you or for any failure by the accommodation providers and/or us to perform or properly perform any of our respective obligations to you which is due to any event(s) or circumstance(s) if the non performance is caused by force majeure. By way of example force majeure includes, but is not limited to, war, revolution, terrorist act, closure of borders, epidemic, natural catastrophe or other causes that seriously affect both parties and in particular the place where the accommodation provider is located as well as our country of origin and other unforeseeable causes beyond our control.

TERMS & CONDITIONS - FLIGHTS

The following Terms & Conditions apply when you book Flight Only.

1. Contract

Any booking made or order placed by you, whether through one of our websites or otherwise, shall be deemed an offer by you to purchase the relevant items subject to these booking conditions. The contract for the flight product will be between you and the airline. Please note that for each ticket there are additional terms which are specific to that fare. Most instant purchase tickets are non refundable when cancelled. You are responsible for complying with any airline's terms in relation to check-in times, reconfirmation of flights, or other matters. In relation to flight tickets, you are required to use all flight coupons in order of sequence. If this requirement is not met the airline may void the ticket.

2. Reservations

Be aware that certain airlines do not maintain "real time" seat availability in the airline reservations system to which we connect. Whilst every effort is made to reflect the true situation, instances may occur when airlines cancel sales. We will advise you if this is the case and will do all we can to reacquire your booking.

3. Tickets

If it is not possible to get your flight tickets to you (e.g. because your travel date is imminent) we may insist that you have an "e-ticket" or a TOD (ticket on departure) generated. A TOD is when you will have to pick up your ticket at your point of departure. We will ensure you know exactly where to pick up your tickets. Where an airline provides e-ticketing on a specific route this will be the only ticketing option made available. Electronic tickets are stored in the airline's computer rather than printed on paper. The service is similar to the traditional paper ticket process but eliminates the time and hassle associated with purchasing or exchanging a paper ticket. When you arrive at the airline check in desk you will be required to present an official form of identification (i.e. passport) to receive your boarding pass. Please note that you must print out your confirmation page or confirmation email to show to the airline. Because your e-ticket is held in the airline's computer, you cannot

forget it or lose it. More importantly, your e-ticket cannot be stolen, saving you the cost of a replacement ticket. You do not have to wait for your e-ticket to be delivered to you.

4. Flight Reconfirmation

All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey unless specifically informed otherwise by that airline. We accept no responsibility for bookings cancelled due to non compliance with rules set by that particular airline. We also take no responsibility for any flight rescheduling en route.

5. Passports/Visas/Health Requirements

Cassidy Golf is very happy to inform you of current documentation requirements if you so require. It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit (even if it is for a plane change). Many countries require that your passport should be valid for a period of (a minimum) six months from the date of arrival into that country. Cassidy Golf does not accept any responsibility if you should be denied boarding or deported due to non-fulfillment of the above. All passengers including children under 16 require individual passports.

6. Insurance

Cassidy Golf strongly urges you to carry appropriate travel insurance to cover you for cancellation, health, baggage etc.

7. Cancellation / Amendments

If you need to change or cancel your travel plans, it is your responsibility to notify us in writing of such request. Most tickets are non refundable, but some can be amended for a change fee, plus any applicable penalties. Most scheduled airlines do not allow name changes. We can apply the relevant commission fee per booking for any modifications, changes, or cancellations to fares. This will be regardless of the price or face value of the fare. In addition to our charges, most airlines also have a penalty or cancellation fee for any changes or cancellations to fares.

8. Refunds

If you want to cancel your journey it is important that you notify us in writing with utmost urgency. This enables us to cancel your reservation with the airline. Please note most instant purchase tickets are non-refundable when cancelled. If you already have your ticket please submit it to us.

On receipt of the ticket we will send you an acknowledgement that we have received it. Those tickets which are refundable or cancelled by us will be processed and refunded back to your credit card in due course. Some tickets may need to be submitted to the airline for the cancellation and/or refund to be authorized. In this event your refund request may take longer, but we will advise you in our acknowledgement of the expected turnaround period. Please note that most airlines do not refund on part used tickets. Tickets which are returned more than 1 year from date of issue are classified as expired tickets and must be submitted to the airline for their authority to refund.

9. Lost Tickets

If you lose your tickets, it may be possible to re-acquire them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-required which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their