



**Travel
Department**
Let's see more...

Booking Terms and Conditions

Our agreement with you

We are Travel Department, hereinafter referred to in these booking conditions as the 'Organiser', who arranges your transport, accommodation etc., and who offers it as a holiday. "Consumer" means you, the party leader who takes or agrees to take the holiday or any person on whose behalf you agree to purchase the holiday and who is listed on the confirmation invoice, or any other person to whom you transfer a holiday which you have bought. The contractual terms of Our Agreement apply between you and us because you have chosen a Package Holiday with us which is a 'package' within the meaning of The Package Holidays and Travel Act, 1995, and will enjoy the benefits conferred by it.

NB: We shall send our confirmation invoice and any applicable amendment or cancellation invoice to you by email (or by post, by prior agreement). Additionally, if you contact us by email (for example with a query relating to your booking) regardless of how the booking was made, you authorise us to reply using the email address you have used to contact us. You must accordingly check your e-mails on a regular basis. We may also contact you by post if we cannot, for whatever reason, contact you by e-mail as set out above. References in these Booking Conditions to "send" include e-mail and post, as appropriate. If you have booked through a travel agent all correspondence with us must be carried out via your travel agent.

1. Making your booking

The party leader must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us (see Clause 2 below). The party leader must be at least 18 when the booking is made. Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader or your travel agent. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. If you wish to, you may contact us by telephone or e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment).

2. Payment

In order to confirm your chosen holiday, a minimum deposit of €200 must be made at the time of booking (or full payment if booking within 10 weeks of departure) together with the full cost of any "extras". Please note "extras" means any items not expressly specified as being included in the basic holiday cost e.g. event tickets - please also see Clause 5. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking - please see Clause 7. The balance of the holiday cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Clause 7 depending on the date we reasonably treat your booking as cancelled.

3. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader or your travel agent. We both agree that the terms of the contract in these booking conditions are to be interpreted under and subject to the laws of the Republic of Ireland. All holidays are provided by Travel Department, and the acceptance of service of proceedings is at Harmony Court, Harmony Row, Dublin 2. Changes to these Booking Conditions or the General Information shown on our website will only be valid if agreed by us.

4. The cost of your holiday

All prices quoted are stated in euro 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. During the period of thirty days prior to departure date, the price specified in the Contract shall not be increased by the Organiser. No refunds will be payable if any decrease in our costs occurs within this period either. The circumstances in which the prices may be varied shall only be to allow for changes in:

- (a) transport including the cost of fuel,
- (b) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or
- (c) the exchange rates which apply to the particular package plus VAT.

5. Insurance

It is a condition of this contract that the Consumer is covered either by the travel insurance scheme arranged by the Organiser 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 the Organiser. The Consumer's attention is drawn to the exclusion clauses and excess on the insurance policy and to the obligation contained therein to disclose any material facts at the time of purchasing the insurance policy arranged by the Organiser. It is the responsibility of the consumer to read their insurance policy before they travel and check that the insurance scheme provides the consumer with the desired level of cover. In the event that the Consumer does not avail of the Organiser's travel insurance scheme he must furnish details of the alternative travel insurance scheme which he has arranged at the time of booking. It is the responsibility of the Consumer to check that the insurance cover scheme provides the Consumer with his desired level of cover. In so arranging insurance cover for the Consumer the Organiser is acting as 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. The Organiser reserves the right to levy an administration charge in respect of any additional work or expenditure incurred by the Organiser in assessing the adequacy of the cover afforded by the alternative travel insurance scheme being taken out by the Consumer. **THE CONSUMER'S ATTENTION IS DRAWN TO THE EXCLUSION CLAUSES AND EXCESSES IN THE INSURANCE POLICY ARRANGED BY THE ORGANISER.**

6. Changes

If after acceptance by the Organiser, a Consumer wishes to alter a holiday, the Organiser may do so at its discretion if practicable. A request for alteration must be made by the Consumer in writing to the Organiser; a non-refundable amendment fee of €35 per person together with a charge for any costs incurred by the Organiser and any costs or charges incurred or imposed by any of his suppliers will apply. If the alteration is impracticable the original holiday arrangement shall continue to apply. No alteration by the Consumer shall be effective until such time as the Organiser issues written confirmation of acceptance of such alteration. No changes can be made unless outside 10 weeks of the original departure date. If only some of the Consumers on a 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 Organiser's written confirmation of such change. If default is made by the Consumer in complying with the foregoing requirements, the Organiser shall have the right to cancel the holiday in accordance with Clause 7, and the cancellation charges as provided for in Clause 7 are payable by the Consumer.

When changing your holiday details, the price of your new travel arrangements will be based on the price that applies on the day you make the change. These prices may not be the same as when you first made your booking. Some accommodation is priced according to the number of people staying there. If your party size changes, we'll recalculate your booking cost based on the new number of people going. If fewer people share the accommodation, then the cost per person may go up. This extra cost isn't a cancellation charge, and it isn't normally covered by insurance.

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.

Where the Consumer is prevented from proceeding with the holiday, and subject to the agreement of the Organiser, he may transfer his booking to another person provided that it is not within 21 days of departure and the following conditions are met:

- The Consumer authorises the transfer in writing
- The person to whom the transfer is made complies with the terms of the existing booking
- That person accepts the transfer and the terms of our agreement
- That person shows us evidence of their holiday insurance, as original policy can't be transferred, and the premium can't be refunded

A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to the Organiser or Retailer for payment of any balance due in respect of the holiday and for a substitution fee of €35 per person substituted in addition to any other costs incurred as a result of the amendment. Note: Certain travel arrangements (e.g. non-refundable air tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

Requests for changes to all names on a booking may be treated as cancellation and the appropriate cancellation charges will apply as per Clause 7 of these conditions. Insurance is not transferable.

7. Cancellation by you

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums, amendment charges and any paid or owed "extras". Insurance premiums, amendment charges and paid or owed "extras" are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of cancellation is received by:

Period before departure within which written notification of cancellation is received by:	Cancellation charge per person cancelling:
More than 10 weeks	Loss of deposit and any paid extras (e.g. event tickets)
10 - 6 weeks	30% of holiday value or loss of deposit (whichever is the greater amount)
6 - 4 weeks	45% of holiday value
4 - 2 weeks	60% of holiday value
2 weeks - 72 hours	80% of holiday value
72 hours or less	100% of holiday value

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

8. Changes and cancellation by us

(a) Without prejudice to the Consumer's statutory rights, the Organiser reserves the right to alter, change, curtail or cancel a holiday.

(b) If as a consequence of "force majeure" (as defined in Clause 9), the Organiser is obliged to curtail, alter, extend or cancel a holiday, the Consumer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the holiday.

(c) A minimum number of bookings is required for a programme of holidays. The Organiser's obligation to provide that programme shall be contingent upon the Organiser receiving and maintaining that minimum number of bookings. In the event that the Organiser does not receive the minimum number of bookings or having received such minimum number has that number reduced by reason of cancellations or transfers by the Consumers or otherwise, the Organiser shall be entitled to cancel or curtail the relevant programme at any time up to 4 weeks prior to the departure date and the Consumer shall not be entitled to make a claim for loss arising as a consequence of cancellation or curtailment in these circumstances. The Organiser shall notify the Consumer within seven days of any cancellation or curtailment necessitated by the foregoing circumstances.

(d) If prior to the departure date there is a cancellation, alteration, change or curtailment relating to a holiday, which results in more than 18 hours change in the time of departure, or a change of resort or in the type of accommodation offered, or some other change which fundamentally alters the holiday, the Organiser shall, if practicable, offer an alternative comparable holiday of at least similar standard or shall refund the Consumer all monies paid. Unless within four days of issue of the offer of an alternative holiday, it is declined by the Consumer in writing, the Organiser shall assume that the Consumer has accepted such offer. Where the offer is declined the Consumer shall only be entitled to return of payment made.

(e) Where the Organiser makes an alteration in the holiday as contemplated in sub-paragraph (d) of this clause and the Consumer accepts the alternative holiday the Consumer shall be entitled to receive compensation in accordance with the scale set out in this sub-paragraph. No compensation shall be payable where the alteration is for the reasons referred to in sub paragraphs (b) or (c) of this clause.

Notification Period Prior to Departure Date	Compensation per person:
Within 8 weeks	€10.00
Within 6 weeks	€20.00
Within 4 weeks	€25.00
Within 2 weeks	€30.00

9. Force majeure

In accordance with the provisions of Clause 8, the Consumer should be aware that some suppliers, such as carriers, impose cancellation fees and apply restrictions which are not within the control of the Organiser and for which the Organiser shall not be held liable. In these booking conditions the term "force majeure" means unusual and unforeseeable circumstances beyond the control of the Organiser or other suppliers of services, the consequences of which could not have been avoided even if all due care had been exercised or an event which the Organiser or the supplier of services even with all due care could not foresee or forestall, including, Acts of God, natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, riots, acts of war, civil commotion, exercise of legislative, municipal, military or other authority, strikes, industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service supplier connected with a holiday, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

Occasionally, river cruising can be affected by changes in the water level or other climate-related events. These changes may occur during the sailing, or shortly before departure, which means we may not be able to advise of them in advance. In the event of any change, the cruise operator will attempt to keep to the original itinerary in as far as it is possible. In some instances, overnights on the ship may be replaced by hotel stays. Re-embarkation on another vessel may be necessary. Journeys may be shortened. Some transfers may take place by coach or rail. Such changes will not entitle the consumer to any credit or refund. A river cruise will only be cancelled outright in the event of safety concerns, which are extremely rare.

10. Our liability to you

The Organiser shall not be liable for any damage caused to the Consumer by the failure to perform the contract or the improper performance of the contract where the failure or the improper performance is due neither to any fault of the Organiser nor to that of another supplier of services because:

(a) the failures which occur in the performance of the contract are attributable to the Consumer;

(b) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or

(c) such failures are due to (i) unusual and unforeseeable circumstances beyond the control of the Organiser or other supplier of services, the consequences of which could not have been avoided, even if all due care had been exercised; or (ii) an event which the Organiser, or the supplier of the services, even with all due care, could not foresee or forestall. In the case of damage other than death or personal injury or damage caused by defamation or by the wilful misconduct or gross negligence of the Organiser the amount of compensation which will be paid to the Consumer will be limited to, in the case of an adult an amount equal to double the inclusive price of the holiday to the adult concerned and in the case of a minor an amount equal to the inclusive price of the holiday to the minor concerned. The Organiser's liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the service complained of in the place where they are performed or due to be performed, even if that convention has not been ratified or applied in the Republic of Ireland. In the event of any liability on the part of the Organiser for injury, illness or death, no payment will be made unless the following conditions are complied with:

(i) the Consumer must advise the Organiser in relation to the injury or illness while the Consumer is at the destination and must also write to the Organiser 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 Organiser;

(iii) the Consumer must co-operate fully with the Organiser to enable the Organiser or its insurers to enforce such rights. In respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961, in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the Avoidance of doubt, this means that the Organiser is to be regarded as having all benefits of any limitations of compensation contained in any of these conventions or any other international conventions applicable to the Consumer's holiday.

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (Special Drawing Rights, approximately €120,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to the compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately €19,300).

Passenger delays: In the case of a passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximately €4,500).

Baggage delays: In the case of a passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approximately €1,200). Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately €1,200). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within 7 days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket/e-ticket, 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).

11. Complaints

(a) If the Consumer wishes to make a complaint in relation to a holiday, he must immediately inform the Organiser's representative at the location where the Consumer is when the complaint arises, thereby giving the Organiser reasonable opportunity to rectify any matters. If the Consumer fails to comply with such requirements, the Organiser shall be entitled to recover the cost from the Consumer of any additional expense incurred by it in carrying out subsequent investigation of a complaint, which is found to be unjustified.

(b) Notwithstanding Section (a), the Consumer shall be obliged to notify the Organiser, in writing, of any complaint within 28 days after his return to the port of departure, or termination of the holiday, whichever is the earlier. Any complaint received after this period will not be entertained. Complaints may only be submitted by the Consumer who made the booking (i.e. 'lead name').

(c) Alternatively, claims for less than €2,000 per booking may be pursued through the Small Claims Court.

12. Behaviour

When you book with us, you, as the Consumer accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We, as Organiser will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

The Organiser further reserves the right to decline any future booking, where the behaviour or conduct of a Consumer during the course of a holiday results in danger, upset or distress to others.

13. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see Clause 10). Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned. The Consumer is solely responsible for ensuring that he/she presents himself at the port of departure in sufficient time prior to the designated departure time to complete embarkation requirements. If the Consumer arrives after the check-in time stipulated in the travel documentation provided to the Consumer, the Organiser shall not be obliged to carry the Consumer and shall be entitled to treat the holiday as having been cancelled by the Consumer. It is also the Consumer's responsibility to ensure all travel documents, i.e. passports and visas are in order. The Consumer is restricted by regulation of carriers and executive authority with regard to the weight, type and contents of baggage which he may take on board the craft and/or vehicles which will be used in connection with the holiday. The Consumer shall be responsible for ascertaining any limitations which apply in this regard and shall not present himself at the port of departure with any prohibited item in his luggage or on his person or with items which exceed weight or dimension restrictions applicable. The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the Organiser's staff or any crew member of a carrier's craft or vehicle used in connection with the holiday and hereby agrees to indemnify the Organiser against any loss or injury suffered or incurred by any other person as a consequence of the Consumer's failure to act in accordance with any such direction or instruction.

14. Special needs and special requests

Special Needs: It shall be the Consumer's responsibility to disclose to the Organiser prior to booking any physical or mental condition of a member of his party which may be relevant. Consumers are required to complete and return the Organiser's Special Needs Form detailing any special requirements which they may have as a consequence of any physical or mental condition. No liability shall attach to the Organiser for the provision of an unsuitable holiday for a person with special needs where disclosure of the disability has not been made to the Retailer or to the Organiser where booking has been made directly with the Organiser. The Organiser reserves the right to decline or provide a holiday for a person with special needs where in the Organiser's opinion that holiday would be inconsistent with the special needs of that person. Please note that it may be necessary to levy surcharges to cover the additional cost of providing suitable transfers and any other special needs requirements, subject to availability.

Special Requests: Special requests (e.g. ground floor accommodation, sea view, etc.) shall be communicated by the Consumer in writing to the Organiser or Retailer at the time of making the booking. The Organiser shall use reasonable endeavours to fulfil such requests. The granting of such requests is the sole responsibility of the relevant supplier. No liability shall attach to the Organiser for failure to comply with a special request and such requests do not form part of the contract.

15. Excursions, activities and advertised information

The information contained on our website is correct to the best of our knowledge. We may provide you with information (and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, nor supervised, nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 10 of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

16. Passports and visa requirements

It is the sole responsibility of the Consumer to ensure that he/she 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 Organiser for any costs incurred by the Organiser as a consequence of the Consumer being denied transportation entry as a consequence of the Consumer failing to have their travel documentation, passport or visa (if required) not in order.

17. Flight delays and denied boarding

Pursuant to Regulation EC261/04 airline passengers are granted 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 publicised 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 AUTOMATICALLY ENTITLE YOU TO REIMBURSEMENT OF THE COST OF YOUR HOLIDAY FROM US.*

In cases of flight delays and cancellations, passengers are entitled to receive assistance including the provision of refreshments, meals, and accommodation where appropriate from their airline and passengers should seek details of their entitlements from their airline in the event of a flight delay and or flight cancellation occurring. The Organiser does not accept any liability for any costs incurred in such circumstances.

18. Your financial security

Travel Department, with whom you make a contract when you book, is operated by Travel Department. We hold Tour Operators Licence Number T.O. 163 issued by the Commission for Aviation Regulation and as a requirement have arranged an approved secured bond. This means that when you book a holiday with us you can be entirely confident that in the unlikely event of our insolvency before or during your holiday, any money you have paid to us is fully secured, and if you are overseas, that full arrangements will be made to repatriate you at the end of your holiday.

19. 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://ec.europa.eu/transport/air-ban/list_en.htm

New Terms and Conditions:

20. Data protection

So that we can process your booking and to meet our legal obligations to fulfil our contract with you, we require that you provide personal data relating to all persons travelling on the booking, including children (data subjects). We are committed to protecting your privacy and information and agree to process your personal information in accordance with our Privacy Notice, which is available online at <https://www.traveldepartment.ie/about-us/privacy-policy/> or can be emailed to you on request info@traveldepartment.ie, the Data Protection Acts 1988 – 2003 and the GDPR serve as the basis of how we protect your personal data.

Personal data means any data relating to the data subject, such as name, address, date of birth, bank or credit card details, passport details. Sensitive data includes racial or ethnic origin and religious beliefs, biometric data for the purpose of uniquely identifying you, data concerning health, including any special needs/dietary requirements. We require the written consent of every person travelling on your booking to process any sensitive data. Where there is a child in your booking then we require the written consent of the lawful parent or guardian of the child.

Information that you provide us will be held on Travel Department's systems 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 suppliers;

(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 Travel Department's or selected suppliers' products and services including financial services, which may be of interest to you, provided you have opted in to receive these communications.

We take full responsibility for ensuring that proper security measures are in place to protect your personal data, including security measures of any company or person processing your personal data on our behalf. Where we disclose your personal data to a third party overseas recipient (including recipients located outside of the EEA), the recipient may be located in a country with laws that do not protect personal information as stringently as those of Ireland or any EEA. We will only transfer your personal data to a third party or an international organisation only if the third party or international organisation processing your personal data has provided appropriate safeguards, and on condition that your rights and the legal remedies in respect of your data are in place.

We will retain your personal data in our archived system for up to 7 years from the last use of such personal data to allow us to comply with legal obligations relating to bookings and for the additional purpose of defending any legal action brought against us in relation to your contract with us. We will only keep your personal data for as long as it is necessary or is required by law.

A copy of your personal information held by Travel Department can be provided on request. You have the right to have any inaccurate personal information rectified or erased, subject to any legal basis on which we may object. Please note that airlines are required by new laws introduced in the United States and other countries 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.

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