

# Terms & Conditions

References to "we" or "us" in the context of this documentation shall mean

**DonegalWalkingHolidays.com**

We accept bookings subject to the following conditions:-

The following terms and conditions, your booking form together with the information relating to your chosen holiday, form the basis of your contract with Donegal Walking holidays . This contract shall be governed and interpreted in accordance with the laws of England and for all purposes to be an English contract. Any legal action taken against us must be in the English courts. Please read them carefully as they set out our respective rights and obligations. No variations shall be of any effect unless in writing and by the authority of Donegal Walking Holidays.

## Communication

1. Once a contract has been made, Donegal Walking holidays will only accept and act on communications sent by the person who made the booking. All communications from Donegal Walking Holidays will be via the e-mail, with the except of your holiday pack, which will be sent to you by post once full balance for your holiday has been received.

## Booking

Please complete and submit your booking using our on-line facility, or download and send us your booking form with payment for your deposit. A deposit of 30% of the total cost of the holiday is required. Note that full payment will be required if your booking is within six weeks of the start of the holiday. You can pay your deposit using any of the arrangements outlined on the booking form.

On receipt of your completed booking form and deposit, we will send you an acknowledgement and an invoice for the outstanding balance, which will show the date by which the final balance must be made. We do not send a reminder. A contract is made on the issue of this confirmation by Donegal Walking Holidays. If, for any reason, a booking cannot be accepted, notification and refund of any deposit will be sent as soon as is possible, and in any event within two weeks of receipt of the booking.

Donegal Walking Holidays will send you your holiday pack only on receipt of the full payment. If the balance is not paid in time, we reserve the right to cancel your holiday, retain your deposit and apply additional cancellation charges relating to any purchases made by us in respect of your holiday. A late payment fee of £40 per person may also be applied to cover the extra administrative costs of booking your holiday

## Flights

6. Each booking will be allocated return flights from Dublin Airport to Donegal Airport for the number of persons booked. A baggage allowance of 15kg (Hand luggage) and 20kg (Hold Luggage) is included for each flight booked. Cancellation of flight will be non refundable as per Aerlingus terms and conditions. This will therefore incur a further charge of 150 euro per flight on top of the deposit retained by Donegal Walking Holidays of 30% as per our own terms and conditions.

## Changing your Booking

7. Should you wish to change your booking, after confirmation and before the due payment date for the balance of the holiday, we will try to meet your new requirements. An administration fee of £40 per person may apply in addition to any increased charges incurred as a result of your change. Any changes received by us after the payment due date, which we are unable to accommodate, will be treated as a cancellation and the charges in paragraph 8 will apply.

## Holiday Pack

8. Each booking will receive one Holiday Pack, containing one set of maps, route guides and other related information relating to your holiday. Please note that additional sets may incur a charge. Donegal Walking Holidays will send the pack out following receipt of full balance and at least two weeks before the start of your holiday. Please let us know if you are leaving your home more than two weeks before the start of your holiday.

## Cancellation by You

9. Should you or any of the members of the party be forced to cancel your holiday, then you must notify Donegal Walking holidays in writing or by e-mail, as soon as is possible. Notification must be from the person who made the booking. A cancellation will take effect from the date that written notice is received. The following charges will apply:

- Deposit is non-refundable in all cases,
- 50% of the balance where notification is received 22 - 42 days before the start,
- No refund can be made for a cancellation of 21 days or less before the start or while the holiday is in progress.

10. In addition to the above charges, it may be necessary to add single person supplements to the remaining member(s) of the holiday party as a result of the cancellation(s). Any such charges will be deducted from the refund before it is refunded. The same applies to any train, flight taxi or minibus transfer booked for you or members of your party.

## Insurance

11. Donegal Walking Holidays will purchase travel insurance for each person booked. Full details of what is covered in the insurance policy will be sent to you via email upon completion of your booking and full payment made. You will also receive a further copy of your insurance entitlement in your Holiday pack. Insurance is non refundable and will incur a further charge of 15 euro per person on top of the deposit retained by Donegal Walking Holidays of 30% as per our own terms and conditions.

## Personal Information

12. We do not sell your personal information to third parties, or pass it on for marketing purposes. We will only pass on your personal information to organize your holiday. For example, we will pass your names to book accommodation and other services, and will pass on your contact details to the B&Bs and taxi firm in case of an emergency.

## Safety

13. Whilst Donegal Walking Holidays will try to make your holiday as safe as possible, the responsibility for ensuring the personal safety of the party rests solely with the party itself. It is your responsibility to ensure that you and your party members are physically fit, adequately experienced and suitably equipped for your chosen holiday, and are aware of the risks involved in a walking holiday. If you have any doubts, please contact us or, in the case of fitness level, your medical practitioner. Some of the routes pass through very isolated areas which can be exposed to serious weather conditions. You should follow the Country Code, the advice in the guidebook or route notes provided, adhere to any warnings and advisory notices along the route and act prudently and sensibly at all times.

## Cancellation by Us

1. We will not materially modify or cancel your holiday after the booking has been confirmed unless we are forced to do so due to circumstances beyond our control. Whilst we will try to avoid changes and cancellations, we must reserve the right to do so. In the unlikely event that we should cancel your holiday or make a significant change (e.g. change of accommodation to that of a lower official classification and/or change of accommodation area for the whole or a major part of the holiday or change in your start date) we will tell you as soon as possible and you will have the option to:
  - Accept the alternative arrangement (any reduction in cost will be refunded to you)
  - Take an alternative holiday (again, where the cost is lower, we will refund the difference) or
  - Cancel the holiday and receive a refund of all monies paid.
2. Once you have received a refund of all monies paid to Donegal Walking Holidays due to cancellation or material modification on our part, you will not be entitled to any further sum by way of compensation, damages or otherwise arising from the cancellation or material modification. Note that Donegal Walking Holidays will not accept liability for any resulting loss, damage or expense due to unusual or unforeseeable circumstances beyond our control and force majeure.

## Accommodation

16. We will always try to secure accommodation with en-suite/private facilities and that it is as close as possible to the end of each day's walk, however, this cannot be guaranteed because, in some locations, the amount and type of accommodation is limited. Unless notified to us at the time of booking, the inability to offer non en-suite/private facilities and/or where the accommodation is more than 5km away from the start/end of the day's walk will not constitute a reason for you to cancel the holiday and receive a refund.

## Complaints and Problems

17. We welcome all feedback (both positive and negative) on our holidays so that we may continue to improve on our services. In the unlikely event that you should experience any problems during your holiday, you must contact us immediately for us to rectify the problem as best we can. If we are unable to resolve the problem then please write to us within fourteen days of the end of your holiday. Complaints received after this date can be difficult to investigate.

## Force Majeure

18. We regret we cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure. Force majeure means any event which we, or the supplier of the service(s) in question, could not, even with all due care, foresee or avoid. Such events include war or threat of war, riots, civil strife, terrorist activities, industrial disputes, fire, natural or nuclear disasters, adverse weather conditions and all similar events outside our control.

## Our Responsibility

19. We will accept responsibility if any death, personal injury, failure or deficiency of your holiday arrangements is caused by negligence or omissions by us, our agents or suppliers. We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other sum or claim of any description whatsoever which results from the fault of the person(s) affected or any member(s) of their party or results from an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care. We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in this brochure and we have not agreed to arrange them. The maximum liability for any damages other than for personal injury or illness will be limited to the price paid for the holiday.

**These terms and conditions do not affect your statutory rights.**

