



## TERMS & CONDITIONS

Your contract is with Eyes on Northern Ireland (eyesonni.com). Please read the following conditions that set out the terms of the contract between yourself and the company and then sign and return this copy of the terms and conditions acknowledging that you have read and understood them.

1. When you contact eyesonni to make a booking we will discuss with you the details of your proposed tour and you will confirm your acceptance of these terms and conditions on behalf of yourself and other members of your party by paying eyesonni the deposit equal to 20% of the cost of the tour and signing and returning a copy of these terms and conditions. Eyesonni will then confirm acceptance of your booking in writing (via email or letter). The contract between yourself and eyesonni is deemed made only when eyesonni has confirmed in writing acceptance of your booking.
2. The balance of the cost of the tour is due no later than eight weeks prior to its commencement date. If the commencement date is less than eight weeks ahead eyesonni will only accept your booking upon receipt of the full cost of the tour
3. If after eyesonni has confirmed acceptance of your booking but before the entire balance has become due you wish to change the dates of your tour we will do our best to accommodate your wishes. Any changes requested after eight weeks prior to commencement may at the discretion of eyesonni be treated as a cancellation of the original booking and will be subject to the cancellation charges set out below.
4. All cancellations must be notified in writing (including email). Cancellation charges: After deposit taken – no refund; less than 60 days before departure - 100% of total cost. (Please note that if the reason for cancellation is covered by your travel insurance you may be able to reclaim these charges from your insurer).
5. There may be circumstances in which we have to cancel your tour and if this should occur we will give you a full refund or offer you an alternative tour. However if the reason for cancellation results from any event beyond our reasonable control including but not limited to hostilities, political unrest, war or warlike activity, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire, flood, epidemic or health risk, on advice from any environmental health office or government body, technical problems to transport, airport closures, adverse weather conditions then no refund will be made.
6. Eyesonni reserves the unconditional right to refuse a booking or terminate a tour of any of the conduct described in this paragraph, Eyesonni will not be responsible for any loss, cost, expense or damage sustained by you or any person in your party as a result thereof. In the event of conduct which in the exclusive opinion of any of its employees or principals is likely to cause distress, damage, danger or annoyance or

damage to property belonging to members of your party, employees of eyesonni, any third party. This includes your failure to advise eyesonni of any medical condition or disability as described in paragraph 7 below. If your tour is terminated as a result.

7. If you have any special need, including any disability, eyesonni will be pleased to accept your booking insofar as we can accommodate you in our vehicles. Any disability or special requirements must be notified to eyesonni in writing at the time of booking. You should also be aware that although many hotels cater for wheelchairs, there may still be steps or stairs and some sites visited may not be accessible to those with special needs.

8. Although eyesonni is pleased to assist with arrangements for travel and accommodation, it acts as agent only for the supplier and cannot accept any responsibility for any failure or inadequacy in the accommodation or travel booked. All aircraft, train or ship arrangements are subject to the conditions of carriage of the particular carrier which may limit or exclude liability.

9. You and eyesonni agree that this contract is subject to Northern Irish Law and the courts of Northern Ireland and Great Britain shall have exclusive jurisdiction in respect of any dispute or difference arising between the parties

10. In the event of disruption caused by any circumstance described in condition 5 above, and in the furtherance and best interests in the continuance of the tour, eyesonni reserves the unconditional right to alter the itinerary, routes, hotel arrangements or ferry details as may become unavoidably necessary during the tour arising from reasons beyond its control. We will discuss any necessary changes with you before making them, but eyesonni will not normally agree to any alternative arrangements which cause the duration of the tour to be extended or the final destination to be changed. Eyesonni will not be responsible for any consequential loss to you or additional expense arising from any changes made in such circumstances.

11. You and all members of your party must carry valid passports for all destinations and it is your responsibility to ensure that you and all members of your party have any necessary visas.

12. By booking a tour with eyesonni you warrant that you and all members of your party are physically and mentally fit to undertake the itinerary agreed. PTCO reserves the right to request a medical certificate confirming your fitness if at the commencement of the tour you or any member of your party will be over the age of 75 years.

13. For your protection and ours it is a condition of your contract with eyesonni that you and all members of your party have in force at the commencement of your tour travel insurance which will indemnify you in respect of the normal risks of travel, including in particular injury, illness or death. Your policy should as a minimum cover the cost of emergency medical treatment, repatriation, loss of baggage, compensation for travel delay, and cancellation fees. If you do not yet have travel insurance and would like advice please ask when booking

14. Any complaints or dissatisfactions should be notified in the first instance to the tour guide or driver and if not immediately resolved should be notified in writing to ifno@eyesonni.com within 28 days after completion of the tour. You agree that if the complaint cannot be immediately resolved by eyesonni to your satisfaction you and eyesonni will enter into mediation before you take any other action.

15. Eyesonni is insured in respect of public liability. The company accepts liability for personal injury or death arising out of its negligence or for loss arising out of any breach of contract on its part, but will not be liable for any consequential or purely economic loss whatsoever.

I confirm that I have read and understood the above terms and conditions and agree to them on behalf of myself and all members of my tour party.

Please tick the box to say that you have read the terms and conditions of the tour.

\_\_\_\_\_ (signed) date: \_\_\_\_\_