

Business Travel Booking Terms

Important Notes:

- A) These terms apply only to business travel bookings and typically supplement a general agreement in place between Travel Counsellors (Ireland) Limited and the business. If you are travelling other than for business purposes, please see our Leisure Terms and Conditions (<https://www.travelcounsellors.co.uk/ie/leisure/terms-and-conditions/>)
- B) Traveller data provided to us, either by the traveller directly or via the business (or third parties acting on behalf of the business) for whom we provide business travel services, is held in our systems and shared with third parties in accordance with our Privacy Policy, Business Travel General Agreement, our Business Travel Booking Terms and any applicable Supplier Terms. The business is responsible for ensuring that it has obtained all applicable consents from travellers, and provided notices to travellers, which are sufficient in scope and meet the requirements of Data Protection Legislation (as defined in the Business Travel General Terms), for us to use personal data in providing the business travel services. Travellers should be made aware that certain supplier systems may allow travellers on the same booking to see the personal data of other travellers on the same booking. We try to use our systems and supplier systems in a way to avoid this but this may not always be practical or possible in order to complete the required bookings. Please refer to our Privacy Policy (available [here](#)¹) for more information about how we may process your personal data.
- C) These terms and conditions can be accessed online [here](#)²

"We", "us" and "our" means "TCIL" as defined in the relevant Business Travel General Terms. "You", "your" and 'party' in these booking terms means all persons (or any of them) named on the booking (and persons added or substituted at a later date).

1. Our agreement

- 1.1 These booking conditions apply to bookings made under and pursuant to the business travel general agreement. That agreement, these booking conditions, our website terms and conditions of use, and any other written information we brought to your attention before we confirmed your booking form the basis of your contract with us for the business travel arrangements making up your booking (the 'arrangements'). Please read all that information carefully as it sets out the scope of our agreement as well as our respective rights and obligations. By making a booking, you agree to be bound by all of it.
- 1.2 We act as your agent in sourcing and booking arrangements on your behalf and your contract will be with the supplier of the arrangements in question. The confirmation we issue at the time of booking will set out the suppliers on whose behalf we act and a link to where you can find their booking conditions. When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. The suppliers whose services make up your arrangements make those supplies in accordance with their own terms and conditions which will also form part of your agreement with us except to the extent that they conflict with any of these terms in which case these terms shall prevail. Thus, your booking with us is subject to these terms and conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions.

Important: We act as agent for third party providers of travel arrangements. Bookings will be subject to the terms and conditions of those suppliers. You should familiarise yourself with those terms and conditions as they will apply to your booking.

- 1.3 You acknowledge and agree that rights applying to package travel under package travel legislation (in particular the Package Holidays and Travel Trade Act 1995 (as amended by the European Union (Package Travel And Linked Travel Arrangements) Regulations 2019) do not apply to your agreement with us or to the arrangements and that we have no liability or obligations under those Regulations.

2. Accuracy of information and booking errors

- 2.1 We endeavour to ensure the accuracy of all the information and prices in our advertising material. However, occasionally changes and errors do arise and we reserve the right to correct them in such circumstances. You

¹ Full URL http://business.travelcounsellors.com/wp-content/uploads/sites/6/2019/12/Personal-Data-and-Business-Travellers-vIE1_0_Oct_2019.pdf

² Full URL <https://business.travelcounsellors.com/en/terms-and-conditions-ie/>

must check the current price and all other information relating to the arrangements that you wish to book before your booking is confirmed.

3. Booking and Payment

- 3.1 You must make payment for your arrangements in accordance with the instructions we give you. If we do not receive any payment due in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 5 below will become payable.
- 3.2 Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on your behalf until they are paid to the supplier. Please note your payment to us does not constitute payment to the supplier and if we collect monies from the supplier on your behalf, the supplier's liability to pay that money to you is discharged.
- 3.3 Please check all details on the confirmation (or any other document issued) immediately on receipt. It may not be possible to make changes to your arrangements later so you should notify us of any inaccuracies in any documentation within ten days of our sending it out. We accept no liability for additional charges you may incur if you don't.
- 3.4 Where you make payment via a credit or debit card, you agree that such card is a commercial card as defined in the Payment Services Directive 2, namely, a 'card-based payment instrument issued to undertakings or public sector entities or self-employed natural persons which is limited in use for business expenses where the payments made with such cards are charged directly to the account of the undertaking or public sector entity or self-employed natural person.' Accordingly, that you are obliged to pay the card payment charges as notified to you.
- 3.5 All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4. Insurance

- 4.1 It is a condition of our agreement that you are covered by adequate insurance for your arrangements. Such insurance as a minimum must cover your losses sustained as a result of cancellation, medical issues, and repatriation in the event of accident or illness. You must ensure that the policy you purchase is suitable for your confirmed arrangements including any hazardous activities. Many policies do not cover such activities so you must check the small print before purchasing and if in doubt, check with the insurers that you will be covered. If you choose to participate without adequate insurance cover, we will not be liable for any of your losses howsoever arising, in respect of which insurance cover would otherwise have been available.

5. Special requests

- 5.1 Special requests relating to your arrangements must be advised to us at the time of booking and confirmed to us in writing. Whilst we will try to arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. If we are able to specifically confirm a special request or requirement on behalf of a supplier, we will do so on our confirmation but where requests or requirements have not been so confirmed in writing on our confirmation, a failure to meet them will not be a breach of contract.

6. The price you pay

- 6.1 The supplier may amend the price of unconfirmed arrangements at any time and amend the price of confirmed arrangements for reasons beyond its control. It may also correct errors in the prices of confirmed arrangements.

7. Changes and cancellations by you

- 7.1 If you wish to make any changes to your arrangements after they have been confirmed, including if you wish to cancel all or some of them, you must inform us in writing as soon as possible. Your notice requesting a change or cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We can't guarantee that changes can be met, although we will do our best to assist.
- 7.2 Cancellations can only be accepted in accordance with the terms and conditions of the supplier concerned and the supplier may charge the cancellation or amendment charge showing in their terms and conditions (which may be 100% of the cost of the arrangements). We reserve the right to charge an administration charge for processing any changes or cancellations. Where we are unable to assist with making a requested change, and you do not wish to proceed with the original booking we will treat this as a cancellation by you.

8. Changes and cancellations by the applicable supplier

- 8.1 We will inform you of any changes or cancellations made to the arrangements by the supplier as soon as reasonably possible after we become aware of such. If, as part of any such amended or cancelled arrangements, the supplier offers alternative arrangements or a refund, you must let us know whether you wish to accept the alternative arrangements within the time frame we stipulate. If you fail to do so, the supplier is entitled to assume

that you accept the cancellation and wish to receive a full refund. Where no alternative arrangements are offered by the supplier or (acting reasonably) you reject the alternative arrangements, we shall assist you in sourcing alternative arrangements, at your request. We accept no liability for any changes or cancellations made to any arrangements by the supplier.

9. Unavoidable and extraordinary circumstances

9.1 Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances which we or the supplier(s) of the service(s) in question could not avoid even taking all reasonable measures. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

10. Complaints

10.1 Since the contract for the provision of the arrangements is between you and the supplier, any queries or concerns should be addressed directly to them. Thus, if you experience difficulty whilst away or perceive that your arrangements do not conform to those you have booked, please inform the relevant supplier without undue delay so that they can take steps to assist you or put things right. In our role as agent, we can assist you in addressing any complaints that you may have to the supplier either before, during or after performance of the arrangements. Please contact your Travel Counsellor in the first instance. We or any supplier concerned will accept no liability if you fail to follow the procedure set out in this clause.

11. Your behaviour

11.1 If in our reasonable belief or opinion or in the reasonable belief or opinion of any person in authority, your behaviour is jeopardising the safety of aircraft, people or property therein or good order and discipline on board; or is causing or is likely to cause distress, danger, damage or annoyance to any third party or property, or to cause a delay or diversion to transportation, we reserve the right to terminate your arrangements immediately. In the event of such termination our responsibilities to you will cease and you will be required to leave your accommodation or other service immediately. We will have no further obligations to you and will not meet any expenses, costs or losses incurred as a result. You may also be required to pay for loss and/or damage caused by your actions directly to the applicable supplier prior to departure from the service. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

12. Our responsibilities

- 12.1 Our agreement with you and the service we provide for you is to source and book arrangements for you, as your agent. Your contract(s) are with each applicable supplier of your arrangements and their booking conditions govern each contract. As a booking agent, we have no responsibility for the actual provision of the arrangements or for the acts or omissions of the supplier(s) concerned or any of its employees, agents, suppliers or subcontractors. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith.
- 12.2 We will not accept responsibility on any legal basis or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-
- the act(s) and/or omission(s) of the person(s) affected;
 - the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - Unavoidable and extraordinary circumstances as described in clause 7.
- 12.3 We will not be responsible on any legal basis or pay you compensation:-
- for services or facilities which do not form part of our agreement or where they are not advertised by us.
 - for any loss of profit, business, contracts, revenues or for any special, indirect or consequential damage of any nature whatsoever.
- 12.4 Any compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-
- whether or not you have followed the complaints procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
 - the extent to which ours or our employees' or suppliers' negligence affected the arrangements.

- 12.5 When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question; and where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 12.6 If you prove that we have not discharged our duties under i), we limit our responsibility to you in the following situations:-
- (a) Luggage or personal possessions and money
The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
 - (b) Claims covered by an International Convention
When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.
 - (c) Claims not falling under (a) or (b) above and which don't involve injury, illness or death
The maximum amount we will have to pay you in respect of all claims not falling under (a) or (b) above and which don't involve injury, illness or death these claims is twice the price paid by or on behalf of the person(s) affected in total. Our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement.
- 12.7 Nothing in this clause or these terms shall operate to limit or exclude TC's liability for any liability which cannot be limited or excluded by law.

13. Jurisdiction and applicable law

- 13.1 These Booking Conditions and any agreement to which they apply are governed in all respects by Irish law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of Ireland only.

14. Passports, visas and health requirements

- 14.1 It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your trip. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.

Up to date travel advice can be obtained from the Department of Foreign Affairs- <https://www.dfa.ie/travelwise>.

Non-Irish passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

- 14.2 We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.