

Icon Sports  
The Hyper Centre  
Morgan Street  
Waterford

**BOOKING  
FORM 2015**



**Match Package Details**

|                 |                    |             |                |
|-----------------|--------------------|-------------|----------------|
| Departure Date: | Departure Airport  | Destination | No of persons: |
| No. of Nights   | Accommodation Name | Room Type   | Meal Plan      |

**Passenger Details**

|  |   |  |   |
|--|---|--|---|
| <b>Mr/Mrs/Miss/Ms:</b><br>1.<br>2.<br>3.<br>4.<br>5.<br>6. | <b>Surname:</b><br>1.<br>2.<br>3.<br>4.<br>5.<br>6. | <b>First Name:</b><br>1.<br>2.<br>3.<br>4.<br>5.<br>6. | <b>Age (if under 12):</b><br>1.<br>2.<br>3.<br>4.<br>5.<br>6. |
|--|---|--|---|

|                       |                   |
|-----------------------|-------------------|
| <b>Travel Agency:</b> | <b>Agent Ref:</b> |
|-----------------------|-------------------|

|                 |                        |
|-----------------|------------------------|
| <b>Phone No</b> | <b>Agents Address:</b> |
|-----------------|------------------------|

**Match Fixture - Transfers are not Included**

|  |               |  |
|--|---------------|--|
|  | <b>Versus</b> |  |
|--|---------------|--|

**Deposit payable is €150 per person due at booking time - Balance due 10 weeks before departure  
Note: Special offers will require full payment at time of booking**

**Special Requests**

|  |
|--|
|  |
|--|

**Optional Insurance is available from €10 p.p  
Please advise if you wish to take Insurance**

|                  |
|------------------|
| <b>YES -----</b> |
| <b>NO -----</b>  |

I agree that my signature on this Booking Form constitutes my agreement and the agreement of the persons named on the Booking Form to be bound by the Terms and Conditions set down in this Booking Form and I hereby confirm that I have noted the said Terms and Conditions herein contained and in particular I accept the limitations of liability of the Organiser contained in clause 6 of this Booking Form and the terms of the Organiser's Travel insurance Scheme (where the same has been availed of by me.)

I have read and understood the details provided in relation to the Arbitration Scheme, and agree that any dispute or difference of any kind which arises or occurs in relation to any thing or matter arising out of or in connection with the contract as provided for in Clause 8 of this Booking Form shall be referred to Arbitration under the arbitration Rules of the Chartered Institute of Arbitrators - Irish Branch.

I warrant and represent that I am over 18 years of age; that all 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 and accordingly, I sign my name as their agent and on my own behalf.

I understand that it is a condition of this booking that all persons named in this form are covered by holiday insurance of at least equivalent standard to that arranged by the Organiser. If I/We do not take the Organiser's insurance, I/We agree to indemnify the organiser for any costs that arise which would otherwise have been met had the Organiser's insurance been taken.

**Signature:**

\_\_\_\_\_

**Agent Signature**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Booking Terms & Conditions:

Hyper Travel is a licensed travel agent (trading as Icon Sports ) (T.A. No 0636) with the Commission for Aviation Regulation. We have to inform you of our terms and conditions (T&C's) when making a booking with our company. The T&C's will help to give you confidence in our professionalism and also protect your rights as a customer.

Please read them all thoroughly, but in particular you should be aware of point 10 in relation to changes to match fixtures from the time of booking, point 6 - hotels own policy when checking in and point 7 - our policy on match ticket allocations.

For anything you book with us, you'll need to agree to the following terms and conditions, all bookings are bound by these.

Please note the meaning of the following terms used:

**"ICON SPORTS (ICS)"** is part of Hyper Travel - T/A Icon Sports of The Hyper Centre, Morgan Street, Waterford, Ireland.

**"Client"**- the person that has signed the booking form on behalf of the group or individual. References to and the obligations of the client apply to all members of the party.

**"Group, Sports Group, Corporate Group, "** - only those persons included on the client booking form - they must be listed - including the "client".

**"Supplier"** - the recognised contracted party used to fulfil an activity or service of the program.

**"Program"** - the activities and or entertainment and or accommodation as detailed in the suggested list of events that are included by the client in the booking form and subsequently confirmed in the booking confirmation.

**"Contract"** - the agreed program as detailed in the booking form confirmation.

Icon Sports reserves the right, at any time before a contract as hereinafter defined is accepted or deemed to be accepted by the client, to withdraw or change these conditions.

The conditions herein are accepted by the client to the exclusion of any previous terms and conditions, written or otherwise.

### **1. Making a booking**

(a) All bookings are made with ICS

(c) No additions, deletions, changes, or promises may be made relating to these conditions save by a director of ICS, in writing and signed by said director.

### **2. Obligations of the client**

(a) The client shall check all travel documentation immediately it is furnished to him. If the client considers any document is incorrect or has a query in relation to its contents he shall forthwith notify the ICS of his concern and they shall respond as soon as possible. It is the sole responsibility of the client to ensure that all travel documents i.e. passports / visa (where relevant) etc. is in order.

(b) If the client is booking through a travel agent, it will be subject to the ICS terms and conditions.

### **3. Travel Insurance**

We recommend that everybody travelling has travel insurance cover. This may be purchased from ICS or any other source provided the level of cover is of equal to or greater than that available from ICS. If anybody chooses to travel without any insurance cover, they MUST complete and sign the relevant section on the front of this form. In the absence of this waiver, ICS reserves the right to refuse to carry persons without travel insurance and the person(s) will forfeit all monies paid. The client's attention is drawn to the exclusion clauses and excess in the insurance policy arranged by ICS. It is the responsibility of the client to read their insurance policy before they travel and check that the insurance scheme provides the client with his desired level of cover. In so arranging insurance cover for the client the ICS is acting as the agent of the relevant insurer and shall not be responsible to the client for any default by the insurer under that policy. All claims made against the insurance policy shall be made directly to the insurer. The client shall be responsible for making any special or increased insurance arrangements, which he deems necessary.

#### **4. Payment**

- (a)** Final payment must be received from the person signing the ICS booking form no later than 10 (TEN) weeks prior to departure of the excursion.
- (b)** If ICS does not receive the full amount outstanding by the due date, ICS reserves the right at any subsequent time before departure to cancel the booking and charge cancellation charges in accordance with the scale set out in condition 8 (b).
- (c)** All first deposits are non-refundable except in the circumstances outlined in condition 8(c).
- (d)** Bookings made within 10 (ten) weeks of departure date must be paid in full at time of booking. Special offers must be paid for in full at the time of booking

#### **5. Prices**

Our prices are based on costs and exchange rates as on 3<sup>rd</sup> July 2013. ICS reserves the right to pass on any increases due to fluctuation in currency exchange rates, increases imposed by suppliers or any increases due to Government action. By Government action, we mean events such as the imposition of a new tax in the Republic of Ireland or abroad, or an increase in an existing tax or levy, or a catastrophe such as war which causes major disruption to oil supplies. ICS reserves the right to surcharge you for any increase in fuel or other costs at any time up to 30 days before your departure. Alterations in currency exchange rates must also be taken into consideration.

#### **6. Hotels**

- (a)** Hotels may require clients or groups to leave a credit card imprint or pre-authorisation on checking in to guarantee any extra during your stay in the hotel. They may in addition ask you to provide breakage /damage /security /behaviour deposit. These amounts are refunded locally if there is no damage, breakage or misbehaviour or justifiable reason to retain deposit. This is not an additional charge for the accommodation to our packages.
- (b)** Late arrival or no show in the case of non-arrival at confirmed accommodation if the client

arrives later than 22.00 hours on the day of arrival, unless prior written notice has been given by the Client directly to the hotel, the hotel is entitled to assume the Client will not arrive and treat the booking as a cancellation (including any subsequent reservations), standard cancellation terms will apply. In the case of non-arrival on the first night of the package, the hotel is automatically entitled to assume the remainder of booking has been cancelled, standard cancellation terms will apply. ICS is not responsible for finding alternative accommodation and will not be responsible for the client's failure to successfully contact the hotel directly.

### **7. Match Tickets**

Match tickets are allocated once ICS has received the list of tickets for the event, usually 1 week in advance of travel. Tickets are allocated based on numbers travelling and the breakdown of tickets received. For this reason ICS will never guarantee to provide tickets for people travelling to be beside each other. We will do our best to deal with all requests, however we prioritise allocations to parents travelling with children. For high demand events seating people together is very difficult to achieve.

### **8. Cancellation by the client**

**(a)** You should advise us of cancellation by recorded letter, fax or email as soon as possible. Cancellation of a booking is enacted only when received in writing by ICS from the person who signed the booking form. Deposits are non-refundable. If a cancellation takes place at any time up to six weeks prior to departure, no monies will be refunded.

**Special Offers:** Due to restrictions imposed by our suppliers on special offers, we must make the following conditions relating to our discount prices or special offers:

Full payment at the time of booking

No changes permitted in any circumstances

No refunds are permitted at any time

**(b)** Please remember that many risks for cancellation (other than disinclination to travel) are covered by travel insurance generally. You are advised to clarify these particulars with your

insurance company. For policies, purchased through ICS, full insurance details are available on request.

**(c)** In the unlikely event of ICS having to cancel an excursion for any reason whatsoever (lack of numbers is deemed to be a valid reason), a full refund of all monies paid will be made. However, where available, you may opt to transfer monies paid to an alternative excursion.

### **9. Name change**

**(a)** For packages where travel is by coach and ferry, deposits and other payments of any member cancelling may be transferred to a replacement person up to 72 hours prior to departure. Name changes will be subject to a fee and must be notified in writing. Note that travel insurance cannot be transferred to another person and a new policy for the replacement person(s) will be required.

**(b)** For packages involving flight travel, see 21(b).

### **10. If a match/event is transferred, postponed, or cancelled**

**(a)** For events by coach and ferry travel, where, prior to departure, an event/fixture is changed, transferred, or postponed for any reason whatsoever, it is agreed that all monies will be transferred to the new date without question. Refunds are not available in these circumstances. Name substitution may be subject to Condition 9(a) above. If departure has occurred prior to notification of such changes outlined herein, the tour will proceed as a leisure break and a refund of entrance fees will be provided on return.

**(b)** For events involving air travel, where an event/fixture is changed, transferred, or postponed for any reason whatsoever, the tour will proceed as a leisure break unless the airline can provide flights without any increase in costs or imposition of penalties for the new dates involved.

**(c)** For events where ICS provides match ticket and hotel accommodation only, the booking will be transferred to the new game/event date for the event. Your booking is always for the game/event and the date that occurs. ICS will not be providing any refunds in this case.

### **11. Cancellation of ferries**

If ferries which are booked by ICS on your behalf are cancelled prior to departure, ICS will do everything in its power to get you or your party to the said destination by arranging alternative ferry routes or sailings. ICS cannot be held responsible for late arrival at or missing an event. Refunds will not be given unless ICS receives refunds from suppliers.

### **12. Changes to Itinerary**

**(a)** While ICS will at all times endeavour to satisfy clients' requirements, nevertheless, because of changing circumstances, ICS must reserve the right to make alterations to any booking made. If, for any reason, the details of your tour/excursion have to be changed before departure, ICS will inform you as soon as possible.

**(b)** ICS are entitled to change the hotel accommodation which was originally booked to a hotel of a similar standard and location.

### **13. Events beyond ICS's control**

War, or the threat of war, terrorist activity, political unrest, riots, civil strife, industrial disputes, natural disaster, closure of airports or ports, roadwork's, technical problems with or accidents involving aircraft or other transport (including traumatic accidents/delays), fire, bad weather, force majeure (including breach of contract by any supplier of ICS) can affect the planned excursion arrangements. If any such event occurs before departure and you decline to accept alternative arrangements ICS may offer, ICS will be entitled to retain reasonable expenses incurred in connection with the original booking.

### **14. If you have a complaint**

Should you have a complaint, please inform the ICS representative at the earliest opportunity. ICS will do everything possible to help you. If the matter cannot be put right on the spot, please follow it up with a letter to ICS within 28 days of returning from your excursion as ICS will not accept liability for claims received outside this period. ICS normally

manages to agree an amicable settlement of the few complaints received. In the unlikely event that an agreed settlement cannot be reached, you can take advantage of the special Arbitration scheme outlined in Condition 15.

### **15. Arbitration**

If any question of difference shall arise between the customer and ICS regarding this contract or by the construction thereof, the same shall be referred to the award and final determination of an Arbitrator to be agreed upon by the customer and a panel of not less than ten practicing solicitors of more than seven years standing, nominated by ICS's Legal Advisors, such arbitrators to have all the powers of Arbitration arising under the provisions of the Arbitration Acts. Such Arbitration must take place prior to any legal proceeding issued unless the right to Arbitrate is waived by ICS. The venue for such Arbitration shall be Dublin and appropriate law shall be Irish Law. At any such Arbitration, the customer shall admit into evidence the written statement of any agent, representative, courier, hotelier, or other like person for the purpose of proving matters of fact. This clause is specifically intended to minimise the cost of Arbitration.

### **16. Luggage**

ICS will not accept responsibility for loss or damage to luggage, except upon proof of negligence of ICS state members (this does not include agents / drivers acting on behalf of ICS) and of damage in excess of normal wear and tear. Lack of proper care towards your luggage could result in your claim being turned down. The tour operators are not liable for lost property on the coach or otherwise.

### **17. The supervision and behaviour of parties**

In signing the booking form the party leader also accepts responsibility for the good conduct of all participants during the tour/excursion and warrants that at least one responsible adult

will be on active duty at all times to ensure that all participants behave well. Furthermore, it is the party leader's responsibility specifically to ensure that:-

- (a) no participant under 18 years of age consumes alcoholic drinks;
- (b) all local laws relating to the consumption of alcohol are at all times obeyed by the participants;
- (c) no participant consumes alcohol to excess;
- (d) no participant smokes in a hotel/hostel bedroom or in any way causes a fire hazard;
- (e) participants act in a responsible fashion during the tour/excursion and do not behave in a way likely to cause damage to property, or damages or causes offence to other people.

A Good Behaviour Bond of €1,000 per group (10 people or over) will be charged initially to each group booking. This Bond will be refunded once the transport supplier(s) and accommodation supplier(s) have advised that no damage or inconvenience has been caused. Should any damage or inconvenience be reported by a supplier then the Bond will be forfeited in full.

#### **18. Conduct and Behaviour**

- (a) All persons travelling on any coach trip undertake to accept and follow all instructions issued by the coach driver and/or guide.
- (b) The good conduct and behaviour of all persons is an essential element of the trip and accordingly the coach driver and/or guide have full authority to remove any person(s) who fail to comply with instructions and requests. No refunds will be issued in such circumstances.

#### **19. Liability**

ICS is pleased to accept full responsibility for arranging with reasonable skill and attention any excursion booked with it. However, it is not possible for ICS to be responsible for the day to day running of the various hotels, hostels, youth centres supplied, or the various airlines, ferries, trains and coaches, or any other service not directly under the control of ICS. Accordingly, ICS wishes to make it quite clear that it will not in any circumstances be responsible for any additional expense, distress, disappointment, loss, damage, injury, accident, delay, inconvenience, or irregularity resulting from or attributable to the act or

default of any company, firm or persons in connection with the carrying out of such arrangements or bookings or the conveyance of any client. Every booking is accepted subject to the conditions imposed by the air, shipping, rail, coach, hotel, hostel, camp site, restaurant, insurance and other companies, firms or persons concerned with the excursion or any claim with respect to such matters must be made against the appropriate principal.

## **20. Driver hours**

Please note that your final itinerary will be drawn up taking into account E.U. Drivers (Tachograph) Regulations. We would ask you as organizer to conform to this itinerary and not to request your driver(s) to work beyond the limit as this may render him subject to prosecution.

## **21. Air travel**

**(a)** In respect of any booking for which air travel forms a part thereof, the Booking Terms and Conditions of the contracting Airline supersede those of ICS where applicable.

**(b)** ICS are not responsible for changes made to the original time schedule of flights which can be changed due to changes in the airline schedules.

**(c)** Where a booking is made by ICS on behalf of a client with any Airline, any subsequent name or date change fees, including date changes due to the rescheduling of fixtures shall be the responsibility of the Client.

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.

This Notice is issued pursuant to the requirements of Article 11 (6) of Regulation 2111/2005 Regulation on the Establishment of a Community List of Air Carriers Subject to an Operating

Ban within the Community and on Informing Air Transport Passengers of the Identity of  
Operating Air Carriers and the repealing of Article 9 of Directive 2004/361E°®.

These Terms and Conditions published 22 September 2009 supersede all previous issues