



Terms & Conditions

Please read very carefully the conditions set out hereunder:

The named Group Leader accepts these Terms and Conditions on behalf of all party members and will be our sole point of contact for correspondence.

The Group Leader confirms that he/she has the permission of each member of the tour party (and when a member is under 18 years old, the authority of a parent or legal guardian) to deal with us on their behalf, and that all members are aware of these conditions and have agreed to keep to them.

In these conditions the word "Organiser" means Topflight for Schools Limited, trading as Topflight for Schools, (registered in Dublin, number 327245), registered office, 5th Floor, Jervis House, Jervis Street, Dublin 1. We are responsible for the proper performance of all the travel services included in the booking. "Consumer" means You, the person who buys or agrees to buy 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 you have bought. The "Retailer" is the person who sells the holiday to you, he is not responsible for organising the flight, accommodation or other parts of the holiday.

1. THE CONTRACT

(a) No contract shall arise until you, via your travel agent or our direct reservations, ask for your booking to be confirmed. By asking us or your travel agent to confirm your booking, you are accepting these terms and conditions contained herein the "Terms and Conditions". A booking is confirmed when your travel agent receives a booking reference number, via their computer system or when this number is given by our sales staff to you or your agent by phone. If you are booking on www.topflightforschools.ie you will be provided with a booking reference number on-line. The terms of the contract are contained solely in these Terms and Conditions; our Confirmation Invoice; our brochure or other descriptive material, any air-line or sailing ticket issued, the itinerary issued by the Organiser and the terms and conditions of any third party suppliers.

(b) The Organiser reserves the right to terminate the contract if the behaviour or conduct of a Consumer either prior to or during a holiday is likely to endanger the safety or wellbeing of other Consumers in his company or that of the Consumer himself and the cancellation charges as provided for in Clause 3 of these terms and conditions are payable by the



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consumer. Further, where, as a result of the Consumer's actions either or both of the following incidents occurs:

(i) there is a delay or diversion to the means of transportation the subject of this contract;

(ii) accommodation in which the Consumer is staying is damaged; the Consumer, hereby agrees to indemnify the Organiser against any claim (including legal costs) made against the Organiser in relation to the occurrence of such incidents.

(c) Minimum Age: Any passenger who is under 18 years at date of departure (a minor) must be accompanied by an adult (over 18 years of age on date of departure) and will not be permitted to travel in circumstances where the minor is not accompanied by an adult (over 18 years of age on date of departure) and in such circumstances 100% cancellation charges will apply.

(d) Excursions, which are not purchased at the time of booking, the price of which is not included in the total inclusive price of the package, do not form part of Your contract with us nor do the provisions of the Package Holidays and Travel Trade Act 1995 apply to excursions.

(e) If there is an obvious error on the Confirmation Invoice we reserve the right to correct it as soon as we become aware of it, but we will do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund.

2. PERSONS WITH SPECIAL NEEDS

It shall be the Consumer's responsibility to disclose to the Organiser 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. The Organiser cannot accept liability for the unsuitability of any holiday where the Consumer fails to complete and return the form. The Organiser reserves the right to decline to provide a holiday for a person with special needs where in the Organiser's opinion that holiday would be inconsistent with those special needs.

3. PAYMENT

The holiday must be paid for in full 10 weeks before the scheduled date of departure. If it is not paid by that date, the Organiser shall have the option to cancel the holiday. If the Organiser exercises that option or if the Consumer cancels the holiday (which cancellation



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must be notified in writing to the Organiser) the following cancellation charges are payable by the consumer:

- More than 10 weeks prior to departure, the first two paid deposits will be forfeited.
DEPOSITS ARE NON REFUNDABLE

- Within 10-8 weeks of departure, 75% of the cost of the holiday is forfeited.

- Within 8 weeks of departure, 100% of the cost of the holiday is forfeited. All cancellation charges apply to each person covered by a booking. Any insurance premium payable is not refundable.

- Because of the ever-changing nature of airfare structures and the increasing availability of instant purchase airfares, most of the flights which we sell must be paid for in full at the time of booking together with our normal deposit. Such airfares are non-refundable and accordingly, cancellation of holidays involving instant purchase/ ticketed flights will incur loss of airfare together with our standard cancellation charges as detailed in Clause 3 of these terms and conditions.

4. TRANSFERRING YOUR BOOKING

You may transfer his booking, having first given the Organiser or Re-tailer seven days' notice in writing of his intention to do so before the departure date. The transferee of the Consumer must sign a booking form and comply with any other requirements of the Organiser applicable to the holiday.

(b) 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 package and for a substitution fee of €32 per person substituted (or such other greater sum as may be authorised). Insurance is not transferable.

5. ALTERATION/CANCELLATION BY THE CONSUMER

ALTERATION: If after acceptance by the Organiser a Consumer wishes to alter a holiday, the Organiser may do so at its discretion, if practicable, to facilitate that change. A request for alteration must be in writing and must be accompanied by the 'administration fee' of €32 per person which payment is not refundable. If the alteration is impractical the original holiday arrangement shall continue to apply. If only some of the consumers booked request a change, which is found to be practical, a price adjustment for all consumers on the same booking may be payable and must be discharged on the date shown on the Organiser's written confirmation of such change. If the default is made by the Consumer in complying with foregoing requirements, the Organiser shall have the right to cancel the holiday in



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accordance with clause 3 and the cancellation charges as provided for in clause 3 are payable by the Con-

summer. *Please note that in addition to our Administration Fee, Amendment Fees may also apply, depending on the nature of the Amendment. Details of the applicable Amendment Fees can be obtained from our reservations department on request.

CANCELLATION: You may cancel your booking at any time before the start of your holiday in return for payment of the cancellation fees detailed below. You also have the right to cancel your booking before the start of your holiday, without paying cancellation charges, in the event of unavoidable and extraordinary circumstances (see clause 7(f)) occurring at the place of destination or its immediate vicinity and significantly affecting the performance of your package or which significantly affects the carriage of passengers to the destination. You will be entitled to a full refund of any monies you have paid (except for any insurance premiums, unless you can show us that you cannot reuse your policy), but shall not be entitled to additional compensation.

6. 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 property management. 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.

7. ALTERATION/CANCELLATION BY THE ORGANISER

Without prejudice to the consumer's statutory rights:

(a) The Organiser reserves the right to alter, change, curtail or cancel a holiday.

(b) If as a consequence of "unavoidable and extraordinary circumstances" (as hereinafter defined in subparagraph (e) of this clause), 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) If prior to the time of departure there is a cancellation, or a major change, such as a change of resort area, or a change of accommodation to a lower Topflight rating, or an



alteration of the departure time of more than 18 hours, the Organiser shall, if practical, offer an alternative comparable

holiday of at least similar standard or shall refund the consumer all monies paid.

Unless within 7 days of issue of the offer of an alternative holiday it is accepted by the Consumer in writing, the Organiser shall assume that the Consumer has declined such offer and the Consumer shall only be entitled to return of the payment made.

(d) Where the Organiser makes a major change in the holiday as contemplated in subparagraph (c) of this clause the Consumer shall be entitled to receive compensation in accordance to the scale set out in this subparagraph. No compensation shall be payable where the alteration is for reasons referred to in subparagraph (b) of this clause. Notification Period prior Compensation to Departure Date per Person

Within 8 weeks €13 Within 6 weeks €25 Within 4 weeks €38 Within 2 weeks €50

(e) Unavoidable and extraordinary circumstances, means a situation beyond our control (or your control, if you are invoking such a situation), the consequences of which could not have been avoided even if all reasonable measures had been taken. It includes 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, terrorism, 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.

8. INSURANCE

The Consumer's attention is drawn to the exclusion clauses and excesses in the insurance policy arranged by the Organiser. It is a condition of all contracts for package holidays that the Consumer is covered by either the insurance organised by

Topflight or an alternative policy equal or better in each section than the Topflight cover.

Seat only Clients: You are strongly recommended to avail of the insurance arrangements, which have been put in place by the organiser or the comparable insurance cover offered by your travel agent.



It is completely at your discretion whether you choose the Organiser's insurance or that offered by your travel agent or make your own arrangements.

It is the responsibility of the Consumer to check that the insurance scheme provides the Consumer with his desired level of cover. In so arranging insurance cover of the Consumer, the Organiser is acting as the agent of the relevant insurer and shall not be responsible to the Consumer of 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.

Medical costs abroad: It is essential that you have adequate medical insurance and that you carry a copy of your insurance policy with you. If you have a medical bill whilst on holiday it is common practice to pay the entire bill in the resort.

9. PRICE VARIATION

All prices quoted which are given in Euro/STG are based on tariffs, transport costs (including fuel) and exchange rates current and appropriate at the time of publication. If any of these vary the holiday may increase or decrease accordingly. Any such increase/decrease shall be paid by or refunded to the Consumer, however, no variations will be applied where their combined effects would result in an increase/decrease of less than 2% of the cost of the holiday. During the period of twenty days prior to the departure date, the price stated in the brochure shall not be increased or decreased by the organiser. In a case where only some of the consumers booked cancel, the Organiser may, in addition to levying cancellation charges, adjust the price of the holiday for the remaining consumers.

10. CONSUMERS RESPONSIBILITIES

(a) The Consumer shall check the travel documentation immediately it is furnished to him. If the Consumer considers any document is incorrect or has any query in relation to the contents he shall forthwith notify the Organiser of his concern and the Organiser shall respond as soon as possible.

(b) The Consumer is solely responsible for ensuring that he 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 holidays cancelled by the Consumer.



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(c) The Consumer is restricted by regulation of carriers and executive authorities with regard to weight, type and contents of baggage which he may take on board the craft and/or vehicles used in connection with the holiday.

(d) The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the Organisers staff or any crew member of a carriers 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 Consumers failure to act in accordance with any such direction or instruction.

(e) It is also the sole responsibility of the Consumer to ensure that he 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 either as a consequence of the Consumer failing to have their travel documentation or same not being in order.

(f) 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 publicized at EU airports and will also be available from affected airlines. NOTE, HOWEVER, 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.

11. LIABILITY

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 or Retailer acting on the Or- organizer's behalf nor to that of another supplier of services because:

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

(ii) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseen or una- voidable; If any International Convention applies to or governs any of the services or facilities included in the Consumer's holiday arranged or provided by the Organiser, or provided by any of the Organ- iser's suppliers (whether ratified in Ireland or not),



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and the Consumer makes a claim against the Organiser of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, the Organiser's liability to pay the Consumer compensation and/or the amount (if any) of compensation payable to the Consumer by the Organiser will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded); or

(iii) such failures are due to (a) unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer acting on his behalf or other suppliers of services, the consequences of which could not have been avoided even if all due care had been exercised; or (b) an event which the Organiser, the Retailer acting on his behalf 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 three times the price of the holiday. In respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1995 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 benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to the Consumer's holiday.

Sea Travel Conditions of Carriage & International Conventions:

Land, sea and air carriers will have their own conditions of carriage with which you must comply. In the case of sea travel the provisions of the Athens

Convention 1974 relating to the carriage of passengers and their luggage by sea may apply. This Convention and the sea carrier's conditions of carriage may continue to apply to you and your party throughout your stay on board the ship and during boarding and disembarkation. This Convention presumes that your baggage has been delivered undamaged unless you give full written details to the carrier (i) in the case of apparent damage before you disembark from the ship or the baggage is redelivered to you; or (ii) in the case of damage which is not apparent or of loss, within 15 days of disembarkation or from the time when the baggage should have been redelivered to you. The Athens Convention and the carriers' conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and make special provisions for valuables.



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 113,100 SDRs (Special Drawing Rights), the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that 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.

Passenger delays: In the case of 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 4,694 SDRs.

Baggage delays: In the case of baggage 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 1,131 SDRs.

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of the checked baggage, the carrier is liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability 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 passengers 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, that air carrier is the contracting air carrier.

The 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.

The 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). A copy of any conditions of carriage applicable to the holiday and the Conventions referred to above, can be supplied on request.

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 resort 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.

12. 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 and shall if the Organiser requires, complete a form setting out in detail the Consumer complaint. If the Consumer fails to comply with such requirement, the Organiser shall be entitled to recover the cost from the Consumer of any additional expense incurred by it in carrying out any subsequent investigation of a complaint which is found to be unjustified.



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(b) 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.

An Online Dispute Resolution (ODR) platform has been set up by the European Commission <http://ec.europa.eu/consumers/odr/> which provides easy access to alternative dispute resolution (ADR). Please note that we are not currently subscribed to an approved Alternative Dispute Resolution (ADR) scheme therefore neither the ODR platform nor any approved ADR providers will be able to accept your complaint. If you prefer, you can take your complaint to the District Court Small Claims Procedure or another suitable court.

13. GOVERNING LAW & JURISDICTION

The contract between us is governed by the laws of the Republic of Ireland and the jurisdiction of the Republic of Ireland Courts. However, you may choose the law and jurisdiction of Northern Ireland, England or Scotland if you wish to do so.

14. LATE AVAILABILITY

Close to the departure date, the Organiser may occasionally offer late availability holidays where both your accommodation and/or resort may be allocated on arrival. If you have specific holiday requirements it is advisable to book named accommodation from the brochure to ensure any of your specific requests are met. Late availability holidays may not be in this brochure and may be subject to conditions other than those shown in this brochure and consequently one should check when booking.

(i) We reserve the right to change airports, airlines or aircraft types at any time. Such changes will not be regarded as a significant change and you will not be entitled to cancel your holiday without paying the appropriate cancellation charge. Some flights may have to stop en route. Where this is known advance details are given in the flight tables, otherwise, we will inform your travel agent. Although the flight times in this brochure were correct when published, they can be subject to alteration by the various Irish and Overseas airport scheduling committees or for other reasons. You will only be entitled to cancel your holiday booking without penalty or to receive compensation when the change to your flight times is 18 hours or more.

15. FLIGHTS & FLIGHT TIMES

Other changes, which for example, may give a reduced time in resort cannot be compensated.



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(ii) Flight timings in this brochure are for guidance only and are subject to change, the confirmation invoice issued after you book will show the planned flight details. Actual flight details will be shown on flight tickets.

(iii) Flight Only: Flight only customers must reconfirm their return flight at least 24 hours prior to departure. Contact details included in travel documents.

(iv) There may be no inflight catering on some flights.

(v) Transfers to your chosen resort are by coach or minibus. Transfers to some resorts may entail a switch to a smaller feeder bus en route.

16. IDENTITY OF CARRIERS

We are obliged to inform you, at the 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 the time of booking, we must inform you of the 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 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

When you buy an ex-Belfast flight-based holiday through a travel agent, all monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

17. CONSUMER PROTECTION

The Organiser of your holiday is Topflight for Schools Limited trading as Topflight for Schools, licensed by the Commission for Aviation Regulation, Ireland (licences TA 0532). This means that when you book a holiday with us you can be entirely confident that, in the



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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.

For flight & overland inclusive packages sold to customers whose flights depart from outside of the Republic of Ireland but within the EEA: In compliance with The Package Travel and Linked Travel Arrangements Regulations 2018, an insurance policy has been arranged with Travel & General Insurance Services Limited (t&g), to protect customers' prepayments in the unlikely event of our financial failure. This policy covers: refund of such prepayments if customers have not yet travelled, or making arrangements to enable the holiday to continue if customers have already travelled repatriation of customers as may be applicable, subject to the terms of the insurance policy.

In the unlikely event of financial failure please contact the claims helpline on +44(0)1702 811397. A copy of the policy is available on request. This policy is provided by Travel & General Insurance Services Limited (t&g), registered number 02527363 and underwritten by Hiscox Insurance Company Limited (Hiscox), registered number 00070234. t&g and Hiscox are authorised and regulated by the

Financial Conduct Authority and the Prudential Regulation Authority (number 113849).

For flight inclusive packages sold to customers whose flights depart from within of the Republic of Ireland:

Protection is provided by the Commission for Aviation Regulation. For further information go to: www.aviationreg.ie.

18. The assistance we will provide to you if you are in difficulties on holiday

If you are in difficulties and you have contacted us looking for assistance, we will provide you with appropriate assistance, without undue delay, in particular by:

- providing appropriate information on health services, local authorities and consular assistance; and

- assisting you in making distance communications and helping you find alternative travel arrangements.

If the difficulty for which you require assistance was caused intentionally by you or through your negligence, we shall not be liable for the costs of any alternative travel arrangements or



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other such assistance you require and we reserve the right to charge you a reasonable fee for any assistance we provide, which will not exceed the actual costs we incur.

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