Website Terms of Use

For The Abbey Group marketing and booking websites.

Last updated: 06/02/2026

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1. About Us

This website (the "Site") is operated by **The Abbey Group**, a Destination Management Company (DMC) providing tourism related services and destination content to international and domestic customers.

We comply with UK and Irish business identity disclosure requirements, which obligate businesses to display the following:

Company information:

- Company Name: Abbey Tours Ltd T/A Abbey Group
- Registered Company Number (ROI): 393498
- Registered Office Address: 24/26 Merchants House, Merchants Quay, Dublin 8, D08 NT3K, Ireland
- Trading/Geographic Address: as above
- Contact Email: info@abbeygroup.ie

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2. Acceptance of These Terms

By accessing or using our Site—including browsing destination content, creating an account, viewing itineraries, or using other interactive features—you agree to be bound by these Website Terms of Use.

If you do not agree with these Terms, you must not use the Site.

You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

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3. Definitions

Content: all text, images, audio, video, graphics, data compilations, page layout, underlying code and software, trademarks, trade names, logos, and other materials on or forming part of the Site.

User: any person accessing or using the Site who is not an employee, contractor, or service provider acting in that capacity for the operator.

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4. User Accounts (Client, Supplier, or Travel Trade Accounts)

If you create an account on the Site, you agree to:

- Provide accurate and complete information.
- Keep your login credentials secure.
- Accept responsibility for all activity performed through your account.
- Notify us immediately if you suspect unauthorised access.

We reserve the right to suspend or terminate accounts that breach these Terms or our acceptable use rules.

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5. Permitted Use & Prohibited Conduct (Acceptable Use Policy)

You may use our Site solely for:

- Viewing travel-related content and information
- Accessing itineraries, destination descriptions, product details, or multimedia content
- Managing your account
- Using tools intended for clients and suppliers

You must **NOT**:

- Copy, download, reproduce, publish, distribute, sell, rent, sub-license, or commercially exploit any Content (including itineraries, destination descriptions, curated packages, images or video) except as expressly permitted in writing;
- Use data mining, robots, scraping, or similar data-gathering/extraction methods on the Site;
- Attempt to gain unauthorised access to any part of the Site, the server on which it is stored, any server, computer, or database connected to the Site;
- Test, scan, probe, reverse engineer, decompile, or otherwise seek to compromise the Site or its security;
- Introduce viruses, trojans, worms, logic bombs or other harmful or malicious code;
- Use the Site in any way that is unlawful, fraudulent, defamatory, misleading, harassing, hateful, abusive, or otherwise objectionable;

- Impersonate any person or misrepresent your identity or affiliation, including pretending to represent suppliers, venues, or partners without authorisation;
- Make, transmit or store unauthorised electronic copies of Content protected by intellectual property rights.

We reserve the right to monitor use of the Site and to remove or disable access to any material that, in our reasonable opinion, breaches these Terms.

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6. Tourism Content, Accuracy & Non-Reliance Statement-Reliance Statement

As a DMC, we publish information about destinations, suppliers, venues, attractions, transportation, and travel experiences. While we endeavour to keep information accurate and up to date, all materials on the Site are provided on an informational basis only and may change without notice. In particular:

- Opening hours, service availability, pricing, seasonal schedules, and supplier offerings can change;
- Images and descriptions are illustrative only and may not reflect real-time conditions;
- Information supplied by third-party providers is presented as received and may vary.

You are responsible for verifying any critical details directly with the relevant provider before relying on the information.

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7. Intellectual Property Rights

Unless otherwise stated, the Site and all Content are owned by us or our licensors and are protected by copyright, database rights, design rights, trademarks and other intellectual property rights.

You may:

- Retrieve, display and view Content on a computer or device for your own personal, non-commercial use only.

You may not (without prior written permission):

- Reproduce, modify, adapt, translate, publish, distribute, transmit, display, perform, store, archive, create derivative works from, or commercially exploit any part of the Content;
- Remove or alter any copyright, trademark or other proprietary notices;
- Use any trademarks, trade names or logos displayed on the Site.

Where the Site enables user submissions, you grant us a non-exclusive, worldwide, royalty-free licence to use, reproduce, adapt, publish and display such submissions for the purpose of operating and promoting the Site, and you warrant that you own or control all necessary rights to grant this licence.

8. Third Party Content, Suppliers & Links-Party Suppliers & Links

The Site may include information about third-party suppliers (e.g., accommodation, transport, attractions) and links to external websites. We have no control over and are not responsible for the content, accuracy, policies, security, or practices of third-party sites or providers. Access to any third-party site or reliance on any third-party information is at your own risk.

Links to third-party sites do not imply endorsement. We recommend that you review the terms and privacy policies of any site you visit.

9. Disclaimers (Website Provided "As Is")

The Site and all Content are provided "as is" and "as available" without any representations, warranties or guarantees, express or implied, including (without limitation) any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, accuracy, completeness, reliability, availability or that the Site will be uninterrupted or error-free.

We do not warrant that the Site, its Content or the server that makes it available are free of viruses, malware or other harmful components. You are responsible for implementing appropriate anti-virus protection and other security checks to satisfy your particular requirements.

Nothing in these Terms excludes or limits any warranty or liability which cannot be excluded or limited under applicable law.

10. Limitation of Liability (Website Use Only)

Limitation of Liability (Combined UK & ROI Provision):

These limitations apply solely to use of the Site and do not relate to bookings, which are governed separately by your Booking Terms & Conditions and applicable consumer/package travel legislation.

To the fullest extent permitted under UK and Irish law:

- The Site and its Content are provided on an informational basis only, and we do not guarantee their accuracy, completeness, suitability, or reliability.
- We do not guarantee uninterrupted, secure, or error-free operation of the Site.
- We do not warrant that the Site, its servers, or any Content are free from viruses, malware, or other harmful components.
- We are not liable for any indirect, consequential, or special losses, including loss of profit, revenue, business, contracts, goodwill, data, or anticipated savings.
- We are not liable for losses arising from reliance on Content, or from the use of, or inability to use, the Site, including errors, omissions, interruptions, delays, or corrupted data.

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability which cannot legally be excluded under UK or Irish consumer protection law.

For the avoidance of doubt, this limitation of liability applies only to website use. Liabilities relating to travel services, bookings, or arrangements are governed by your Booking Terms & Conditions and applicable statutory rights.

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11. Privacy & Cookies

Your use of the Site is also subject to our Privacy Policy and Cookie Notice, which explain what personal data we collect, how we use it, the legal bases we rely on, your rights, and how we use cookies and similar technologies. The Privacy and Cookie Policies are provided in separate documents. Where required, the Site will request your consent for non-essential cookies. Please review these policies carefully.

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12. Website Availability, Changes & Suspension

We may update, change, suspend or withdraw the Site or any part of it at any time without notice for business or operational reasons, including maintenance, security updates, regulatory compliance, or to reflect changes to our services.

We do not guarantee that the Site, or any Content on it, will always be available or be uninterrupted.

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13. Reporting Errors, Misuse & Security-Specific

Because tourism information may influence travel decisions, please contact us promptly to report:

- Inaccurate or misleading destination information;
- Suspected fraudulent supplier listings;
- Technical issues affecting your account or access;
- Any security concerns.

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14. Indemnity

You agree to indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses (including reasonable legal fees) arising out of or in any way connected with your breach of these Terms or your misuse of the Site.

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15. Governing Law & Jurisdiction

United Kingdom users: These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by the laws of

the part of the United Kingdom in which you are resident (England & Wales, Scotland, or Northern Ireland). The courts of that jurisdiction shall have exclusive jurisdiction.

Republic of Ireland users: These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by Irish law. The courts of Ireland shall have exclusive jurisdiction.

If you access the Site from **outside the UK or Ireland**, you do so at your own risk and are responsible for compliance with local laws where they apply.

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16. Changes to These Terms

We may revise these Terms from time to time, for example to reflect legal or regulatory changes, improvements to the Site, or changes to our business. The updated version will be effective when posted on this page. Your continued use of the Site after changes are posted constitutes acceptance of the revised Terms.

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17. Changes to These Terms

- Severability: If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- No Waiver: A delay or failure to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy.
- Assignment: You may not assign, transfer, or sub-contract any of your rights or obligations under these Terms. We may assign our rights and obligations at any time.
- Third-party Rights: These Terms do not confer any rights on any person or party other than you and us.
- Entire Agreement: These Terms (together with our Privacy Policy, Cookie Notice, and Booking T&Cs where relevant) constitute the entire agreement between you and us regarding website use.

Abbey Privacy Statement

This Privacy Statement explains The Abbey Group responsibility to personal information (how it's gathered, used and kept secure & private).

1. **Identity and contact details**

Company name, head office address & number: Abbey Tours Ltd T/A Abbey Group, 24/26 Merchants House, Merchants Quay, D08 NT3K, Ireland.

Company Reg. Number: 393498.

Companies under the Abbey Group:

- Abbey Ireland - 24/26 Merchants House, Merchants Quay, D08 NT3K, Ireland. Tel: 0035316486100
- Abbey UK – 4th Floor, Mainpoint, 102 West Port, Edinburgh, EH3 9DN, Scotland

Tel: 00441316565900

- Moloney & Kelly - 24/26 Merchants House, Merchants Quay, D08 NT3K, Ireland. Tel: 0035316486100
- Abbey Conferences & Abbey Events – 24/26 Merchants House, Merchants Quay, D08 NT3K, Ireland. Tel: 0035316486100

Email Address: privacy@abbey.ie

The Abbey Group will be referred to as A.G. in this privacy Statement.

A.G.'s Privacy Statement applies only to the following:

- Abbey's Clients.
- Abbey's Suppliers (contracted & not contracted).
- Personal data gathered on A.G.'s Websites and Applications.

Since A.G. is responsible for the personal data of this grouping, A.G. is then considered the data controller, which means that A.G. is in control of how the grouping's personal data is stored, processed or transferred. Personal data will only be dealt with in accordance to this Privacy Statement.

A.G.'s Privacy Statement does not apply to personal data of the people (PAX) in the actual bookings. The data controllers of this data is the company who the PAX made the booking with AKA The travel agent or supplier (e.g. the hotel the guest is staying at). Contact the relevant data controller directly if any questions on PAX personal data occur.

2. **Purposes and legal basis of the processing**

Why A.G. needs to process data of those who are affected by this Statement are as follows:

- To fully perform an existing contract or to start negotiations to entering a new contract.
- To provide requested services and to contact (if required) in connection with enquiries, booking or to respond to any communications send to us.
- For legit business interests. Primarily future marketing purposes, including, but not limited to product offers and product information communications.

Any other data processing will be done in accordance of the GDPR.

3. **The categories of personal data concerned**

A.G collects the following information in order for the purpose of processing:

- Name
- Address
- Email address
- Telephone number
- Billing & Payment information.

A.G. gather statistical and other analytical information collected on an aggregate basis of all visitors to our website. This data comprises information that cannot be used to identify or contact user, such as demographic information regarding, for example,

- user IP addresses,
- browser types
- Anonymous statistical data involving the use of our website.

This information is solely used to gain a more informed understanding of how our websites are being used and to make our websites more relevant to our users.

Note – A.G. Websites uses session cookies. Cookie consent is obtained either explicitly or implicitly requested via an opt-in or text message.

A.G. receives personal data through the following means:

- Supplier/Client Form.
- Through contractual negotiation and agreements.
- Corresponding through email or phone

4. **The recipients of the data**

The recipients of the data are the A.G. staff (Permanent, fixed term, contracted or trainee staff) who process the data only in the ways that have been defined in purposes and legal basis of the processing. Each Staff member of A.G. have been educated and train in the importance of GDPR.

A.G. may share personal information with any company within The Abbey Group (Abbey Ireland, Abbey UK, Moloney & Kelly and Abbey Conferences & Abbey Events) for the purposes defined in this privacy statement only.

5. **Personal data to a third country or international organisation**

A.G. will not disclose Personal Data to third parties unless A.G. has consent to do so or unless the third party is required to fulfil a contracted task (e.g. data entry in such circumstances, the third party will have a data processor agreement signed to adhere to GDPR).

A.G. will disclose Personal Data if it is believed in good faith that A.G. are required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other statutory requirement.

The only exception to this statement occurs in the event of a sale, merger, receivership or liquidation or transfer of all or substantially all of the assets to A.G., provided that the third party agrees to adhere to the terms of the Privacy Statement and provided that the third party only uses data for the purposes that you provided it to A.G.. Those effected by this privacy statement will be notified in the event of any such transfer.

6. **How long will the personal data be stored for**

A.G. will retain personal data the following reasons (only exception to these reasons are if A.G. is required or permitted by law to hold onto the information a specific amount of time):

- Data that is required in order to perform a contract, will be held on A.G.'s system for a seven year period following completion of a travelling Pax's trip (or upon contract termination, if later).
- For legit business interests (as defined in purposes and legal basis of the processing) Data that is no longer deemed necessary will be deleted from our system

When personal data is deemed no longer necessary, it will removed and deleted in a correct manner.

7. **Data subject's rights**

Those affected by this privacy statement have the following rights:

- Right to access: the right to request, access and copy of the personal information that A.G. is holding. A.G. can charge a reasonable fee for 2 or more personal data requests. On copy of personal data will be charged at no cost. Any access requests will need to be requested in writing or email (Mailing & Email address provided in the Data Protection Officer Section above). Evidence of identification will be required as this makes sure

that the personal information is not given to the wrong person. Information will be given within 30 days.

- Right to rectification: the right to have personal data rectified if it's incorrect, out of date or incomplete.
- Right to be forgotten: the right to withdraw consent given to process data and the right to request that A.G. delete personal data from the A.G.'s System (only exception to this is A.G.'s compliance to with an legal obligations or if the data is required for any legal claims)
- Right to restriction: The right to stop A.G. from using personal data or limit how it is used.
- Right to Data portability: The right to request that A.G. return any information provided in a structured, commonly used and machine-readable format also have the *right* to transmit *data* to another controller without hindrance from A.G.
- Right to object: The right to object how A.G. is uses the personal data received (e.g. marketing purposes).

Note – Withdrawal of consent will lead to A.G. being unable to provide access to all or parts of the services A.G. provides to those who are affected by this privacy statement.

8. **Lodging a complaint**

Any complaints on how A.G. uses personal data can be sent to the Data Commissioner's office. More information can be provided on their website: www.dataprotection.ie

Moloney & Kelly Terms and conditions (1/2)

Please read very carefully the conditions set out hereunder:

In these conditions the word "Tour Operator" means Moloney & Kelly Limited (trading as Moloney & Kelly DMC), part of the Abbey Group with Headquarters based at: Dublin: 5 City Gate, Bridge Street Lower, Dublin, D08 HV07, Ireland and UK office located in Edinburgh: 4th Floor, Mainpoint, 102 West Port, Edinburgh, EH3 9DN, Scotland. The "Client" refers to you, the overseas company listed on the confirmation invoice, who is requesting and purchasing services from Moloney & Kelly Limited (trading as Moloney & Kelly DMC). "Guest" refers to the end consumers who have purchased services from the Client. The programme refers to the specific guest booking.

1. Quotation & Prices
Unless otherwise stated, the prices quoted are net rates per person and based on sharing twin, triple or single occupancy and child rates as specified. All prices specified in the quotation are correct on the date specified in the quotation. Any prices quoted for hotels, attractions, and services may be subject to change and cannot be guaranteed until the booking is finalised. All bookings are subject to availability and cannot be guaranteed until final confirmation of the booking and a non-refundable deposit of 20% is paid (see clause 5 below). It is the Client's responsibility to ensure that all information provided on which the quotation is based is correct.

2. Rates
Rates are quoted in Euro (€) for the Island of Ireland and Pounds Sterling (£) for London, England, Scotland & Wales travel. While rates quoted are correct at time of publication, the Tour Operator cannot be liable for any future alterations as enforced by suppliers across Ireland and the U.K.

3. Suggested hotels and bed ad breakfast accommodation
The location and grading of the hotels and bed and breakfast accommodation in our itineraries are suggestions only and may be amended to suit specific operational requirements. The Tour Operator will endeavour to keep the itinerary and services within it as close as possible to the published itinerary and where there is a mixture of hotels of different star ratings will endeavour to keep this mix of star rated hotels in line with the published itinerary.

4. Children & Minors
Child rates are based on children sharing a twin/double room with two full-paying adults. No child discounts are available on coach tours unless specified otherwise. The Client is responsible for ensuring all guests under the age of 18 must be accompanied by an adult. The tour operator does not permit unaccompanied minors on any booking.

5. Confirmation & Changes
The Tour Operator will issue the Client a unique reference number for each booking. This reference number is to be quoted in all correspondence. The Client shall immediately notify the tour operator in writing of any errors therein. The Tour Operator shall not be responsible for any errors not so notified.

6. Payment Terms
(a) The Tour Operator will invoice the Client at the rates in the booking confirmation. The price will be confirmed after receiving the 20% non-refundable deposit. Please note that our 20% deposit amount is ordinarily non-refundable (to cover non-refundable services). In certain circumstances, Moloney & Kelly is willing to transfer the client's deposit amount to another future travel date should a booking be cancelled through a sudden illness. Moloney & Kelly will advise clients of non-refundable services requiring prepayment when the booking is confirmed.
(b) An Invoice will be submitted to the Client, and full payment must be received no later than 30 days before the travel date. If prepayment is not received within the specified period, all reserved services will be automatically cancelled.
(c) Payments by bank transfer into the following accounts: Bank charges must be met at the source and will not be accepted by the Tour Operator.
Ireland: Wire Transfer Information
Bank Name: Allied Irish Bank
Bank Address: Grafton Street, Dublin 2
Bank Telephone #: +353 1 671 3011
Account Name: Moloney & Kelly Travel
iBan: IE03 AIBK 9310 4749 5010 92
BIC: AIBKIE2D
Account #: 49501092
Sort Code: 931047

UK: Wire Transfer Information
Bank Name: RBS
Bank Address: 36 St. Andrew Square, Edinburgh EH2 2AD, Scotland
Bank Telephone #: +44 345 724 2424
Account Name: Abbey (UK) Travel Limited T/A Moloney & Kelly
iBan: GB97RBOS83060821478108
BIC: RBOSGB2L
Account #: 21478108
Sort Code: 83-06-08

(d) Payment by credit card (Visa, MasterCard, or American Express), up to a maximum of €10,000 / £10,000 per transaction, is also accepted; however, an additional 3% handling fee will apply to Visa and Mastercard transactions and 3.5% handling fee on American Express transactions. No limits are applied to Flywire payments.

(e) In the event of payment default by The Client, the Tour Operator will withdraw its reservations service from the Client and cancel all existing reservations (regardless of whether they have been confirmed by The Tour Operator) to which the payment default applies.

7. Cancellation policy
(i) Individual F.I.T. Packages*
20% of the package price is non-refundable – subsequent percentages listed below are the package price less the aforementioned non-refundable 20% of the package price
15 days prior to arrival - free of charge
14 - 8 days prior to arrival - 30% of package price
7 – 2 days prior to arrival - 50% of package price
2 – 0 (48-hours) days prior to arrival 100% of the package price
No Show 100% of package price

***Note:** The following special cancellation terms apply to all bookings which include Bed & Breakfast (B&B) stays:
20% of the package price is non-refundable – subsequent percentages listed below are the package price less the aforementioned non-refundable 20% of the package price
30 – 15 days prior to arrival €/£25 administration charge
15 – 9 days prior to arrival 50% of the package price
8 – 2 days prior to arrival 75% of the package price
2 – 0 days prior to arrival 100% of the package price
No Show 100% of package price

***Note:** The following special cancellation terms apply to all bookings which include Original Irish Hotels
20% of the package price is non-refundable – subsequent percentages listed below are the package price less the aforementioned non-refundable 20% of the package price
4 – 2 days prior to arrival 50% of the duration of stay
2 – 0 days prior to arrival 100% of the duration of stay
No Show 100% of the duration of stay

***Note:** The following special cancellation terms apply to all bookings which include Rail Tickets (GB only)
20% of the package price is non-refundable – subsequent percentages listed below are the package price less the aforementioned non-refundable 20% of the package price
95 to 16 days prior to arrival - 20% of package price
Thereafter, normal terms apply

***Note:** The following special cancellation terms apply to all bookings which include Ferry Tickets
190 to 16 days prior to arrival - €/£25 administration charge
20% of package price is non-refundable – subsequent percentages listed below are package price less the aforementioned non-refundable 20% of the package price
Thereafter, normal terms apply

***Note:** The following special cancellation terms apply to all bookings which include Edinburgh Military Tattoo Tickets
From the time of booking, £200 per person charge
All bookings become fully non-refundable from 15th May 2026 onwards

8. Free sale & Allotment
(a) The tour operator offers the majority of this tariff's contents on a book-on-request basis. However, to assist with efficiencies and volume, it is feasible to provide a book on a free-sale basis with all packages unless otherwise stated.
(b) If the client wishes to book on a free sale basis for instant confirmation, a signed copy of these Terms & Conditions must be submitted to the tour operator by the client and countersigned by the tour operator. The Tour Operator will issue all relevant close-out and release dates and update these as necessary.
(c) Book on a free sale basis applies to car tours and rail tours, and the client must apply the tour operator's relevant cancellation policies as outlined in Clause 6 of this agreement.

9. Unused Services
There will be no refund for any portions of a holiday package which is not used by a client.

10. Amendments
The Tour Operator reserves the right to levy a charge for more than one change to bookings after a written/emailed confirmation has been received from the Tour Operator. Accordingly, the first change is free of charge, except for pre-booked Bed & Breakfast programmes, which are subject to a charge of €6.00 / £6.00 for each B&B changed. A change fee of €6.00 / £6.00 will be levied per service for all second and subsequent changes.

11. Payment for Additional Services
Payment for additional services while the clients are in the destinations can only be confirmed with a credit card payment. We accept Visa, MasterCard, and American Express up to a maximum of €10,000 / £10,000 per transaction. However, an additional 3% handling fee will apply to Visa and Mastercard transactions and 3.5% handling fee on American Express transactions.

12. Force Majeure
No Party shall be liable or responsible to the other Party (except for any obligations to make payments to the other Party hereunder), or be deemed to have defaulted under or breached this Agreement for any failure resulting in the inability to operate the programme when and to the extent such failure is caused by or results from the following force majeure events ("Force Majeure Events"): (a) flood, fire, or earthquake; (b) declared war in the client's country, a terrorist act in the location where the programme operates; (c) epidemics or pandemics; (d) government order or law; (e) embargoes or blockades; (f) strikes or labour stoppages; or (g) shortage of adequate power or infrastructure. If the event that the programme is terminated according to the terms in this Section, the Party terminating this programme must provide the other Party written notice explaining the reason they are terminating the programme, and Moloney & Kelly shall return to Client all amounts paid by Client to Moloney & Kelly, less the following (which Moloney & Kelly shall be entitled to retain or collect): (i) non-refundable deposits, and (ii) non-recoverable expenses (e.g., supplier obligations).

Moloney & Kelly Terms and conditions (2/2)

Please read very carefully the conditions set out hereunder:

13. Insurance
It is the client's responsibility to ensure all travelling Guests have valid, up-to-date travel insurance for the duration of their stay in Ireland and the UK. The Tour Operator will not be held liable for any claims relating to a lack of proper travel insurance.

14. Indemnity; Limitation of Liability
The Parties shall defend, indemnify and hold the other, its affiliates, and their respective officers, directors, employees and agents harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable legal fees and costs) arising out of or relating to: (i) personal injury (including death), property damage, or any other damage caused or alleged to be caused by the negligence, wilful misconduct, bad faith or fraud of the other Party, its employees, or agents, and (ii) any breach of this Agreement by the other Party. Upon receipt of the notice, the receiving Party shall promptly assume the defence of any third-party suit or proceeding covered by its indemnification obligations hereunder. The indemnifying Party shall not settle or compromise any claims against the other Party without the other Party's prior written consent.

In no event will either party be liable to the other for any indirect, incidental, punitive, or consequential damages of any kind, including but not limited to lost revenues, profits, or goodwill, for any matter arising out of or in connection with this agreement, whether such liability is asserted on the basis of contract, tort, or otherwise, even if a party has been advised of the possibility of such damages, nor shall a party's liability to the other exceed the greater of one (1) times the value of this agreement. The preceding limitation of liability shall not apply to (a) a party's violation of the confidentiality or data protection obligations under this agreement; (b) indemnitor's obligations under this section; and (c) liability and damages arising out of a party's gross negligence or wilful misconduct.

15. Complaints
The Tour Operator is concerned that all booked services are provided in a timely and efficient manner. In the event of any complaint concerning a service, the complaint should, in the first instance, be raised with the appropriate supplier/contractor at the earliest opportunity. If the complaint is not resolved, the Client should call the Tour Operator's emergency number. A written complaint shall be made to the Tour Operator within seven days after the termination of the holiday. No complaint shall be entertained outside of seven days after the termination of the holiday. Please see Annex 1 for further details.

16. Single Rooms
The availability of single rooms is dependent on individual hotel properties and in some cases, where a large number of singles is required, it may be necessary to charge a further supplement over and above the single supplement quoted.

17. Guest Charges
The Tour Operator is not responsible for items of a personal nature such as laundry, room service, telephone charges, or other hotel charges such as damage to property or excessive cleaning charges due to inappropriate behaviour. All Guests are responsible for settling any such costs incurred before checking out of each hotel. The Tour Operator reserves the right to withhold services to the Client should the Guest fail to settle the outstanding amounts with the concerned supplier. Furthermore, should any of the Client's Guests leave the country with unpaid service bills, the Tour Operator reserves the right to claim & offset these amounts from the Client on behalf of its suppliers.

18. Gratuities
Gratuities are not included in our individual, group, or coach tour bookings; they are at the participant's discretion.

19. Drinks Policy
Breakfast includes juices, tea and coffee. Contracted lunches and dinners include tea and coffee but, unless otherwise stated, do not include mineral water, wine, beer or other alcoholic beverages. Where wine is included with a meal, it is done so based on the house white or red wine.

20. Taxes
Our prices include all Irish and UK government taxes as levied as of the date of this proposal. If additional taxes are introduced by governing bodies or existing taxes are increased, the increase will be passed on to the Client.

21. Propriety Rights
The concepts, treatments and production techniques detailed in this proposal remain the exclusive property of the Tour Operator. They may not be developed or produced by any other party without the express written consent of the Tour Operator. Unauthorised use of material, including, but not limited to, the solicitation of other bids, will be considered a breach of propriety under which this proposal has been developed and submitted.

22. Data Protection Compliance. In the course of providing the services, Moloney & Kelly DMC may obtain access to personal information belonging to individuals participating in the programme. As such, the Client represents and warrants that it has permission from each individual and/or a legal right to provide such information to Moloney & Kelly DMC for use in connection with the programme. Moloney & Kelly DMC will process data in the manner directed by the Client and in compliance with all applicable data protection laws and regulations.

23. Safety
It is the responsibility of each Guest to ensure that they do not behave in such a way as to cause offence or danger to themselves or others, or which risks property damage. Each Client shall be responsible for any injury or damage caused by a Guest's failure to behave safely and properly. The Tour Operator reserves the right to withhold future services to Guest(s) & the Client should a Guest's behaviour or conduct endanger the safety or well-being of suppliers or other Guests on the holiday /tour.

24. Persons with Special Needs
It is the Client's responsibility to disclose to the Tour Operator the existence of any physical or mental condition of any Guest that might be relevant. The Tour Operator reserves the right to decline to provide a holiday for a Guest with special needs, where in the Tour Operator's opinion, that tour would be inconsistent with those special needs.

25. Disabled Guest Accommodations. Moloney & Kelly shall take reasonable steps to ensure that people with disabilities have an equal opportunity to participate in a programme. Client shall inform Moloney & Kelly immediately upon learning of any actual or potential guest with a disability that may require reasonable accommodation. If any additional cost is incurred in providing such accommodation, Moloney & Kelly shall advise Client of the same and it shall be Client's responsibility to bear such costs.

26. Special Requests
Special requests (e.g., ground-floor accommodation, sea view, etc.) shall be communicated to the Tour Operator when booking. The Tour Operator will use reasonable endeavours to fulfil such requests. The granting of these requests is the sole responsibility of the supplier. No liability shall be attached to the Tour Operator for failure to comply with a special request, and such requests do not form part of the contract.

27. Alteration / Cancellation by the Tour Operator
Without prejudice to the Client's statutory rights:
A) The Tour Operator reserves the right to alter, change or cancel a holiday/tour.
B) If as a consequence of a force majeure, as outlined in section 6 of this document, the Tour Operator is obliged to curtail, alter, extend or cancel a tour, the Client shall not be at liberty to maintain a compensation claim or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the tour.
C) If, before the time of departure, the Tour Operator alters the accommodation. The Tour Operator must source alternative accommodation of equal or greater standard in a similar location.

28. Compliance with Laws
Moloney & Kelly will comply with all laws, rules, and regulations applicable to the performance of its obligations under this Agreement and will procure and maintain all licenses and permits necessary for the performance of its obligations identified herein.

29. Governing Law and Jurisdiction
(a) Governing Law: This contract and all relationships created hereby will in all respects be governed and construed in accordance with Irish law for bookings in the Republic of Ireland and Northern Ireland and UK law for bookings in London, England, Wales & Scotland.
(b) Jurisdiction: It is irrevocably agreed that the Irish / UK courts are to have jurisdiction to settle any disputes which may arise out of or in connection with any booking made with the Tour Operator and accordingly that any suit, action or proceedings so arising may be brought in such courts. This clause is for the exclusive benefit of Moloney & Kelly Limited (trading as Moloney & Kelly DMC) and nothing in this clause will limit that party's right to take any suit, action or proceedings ("Proceedings") against any other party or parties in any other court of competent jurisdiction, nor will the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

30. General
(a) To avoid doubt, by requesting the Tour Operator to confirm services in writing, you are expressly accepting the Terms and Conditions outlined above.
(b) A contract shall be binding between the parties upon the issuance of the confirmation invoice by the Tour Operator.
(c) The failure on the part of Moloney & Kelly Limited (trading as Moloney & Kelly DMC) in any one or more instances to insist on strict performance of one or more terms hereof or to exercise any right or remedy shall not be construed as a waiver of any future breach of any terms or the right to enforce same
(d) The Client hereby warrants and represents that it is licensed to conduct business as a travel agent and/or tour operator and maintains adequate insurance to cover its liability as an organiser of packages. The Tour Operator hereby reserves the right to withhold any monies due to the Client and apply same by way of a set of off against: -
(i)any sums due to it (or any of its Suppliers), by the Client or a Guest at any given time; and/or
(ii)any claims, expenses, damages and legal costs incurred by the Tour Operator in performing its obligations herein.

On Behalf of Tour Operator:

Signed:_____

Name:_____

Position:_____

Date:_____

On Behalf of the Client:

Signed:_____

Name:_____

Position:_____

Date:_____