



## HILLWALK TOURS LIMITED BOOKING CONDITIONS

Last Updated 10 March 2023

Please read the below booking terms and conditions carefully, or for information about how we store data, [click here to view our complete privacy policy](#).

Given the recent travel disruption of the COVID-19 pandemic, at Hillwalk Tours, we want you to have the Peace of Mind to book your tour with confidence so you may also want to see our "Book With Confidence" information, which is [here](#).

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### **Booking Conditions:**

These Booking Conditions, together with our Privacy Policy, along with any other information given to you at the time of booking, set out and form the basis of the contract between you and Hillwalk Tours Limited, registered address: 27 Galway Technology Centre, Mervue Business Park, Wellpark Road, Galway, H91 WV02, Ireland, company no. 505910. In these Booking Conditions references to "we", "us", "our" refer to Hillwalk Tours Ltd. while references to "you" and "your" refer to the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
2. he/she consents to our use of information in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
3. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

All bookings made with Hillwalk Tours Ltd. are made subject to these Booking Conditions. When you pay your deposit you are making an offer to purchase our services or tours, which, if accepted by us, will result in a binding contract when we issue you with a confirmation invoice.

Payment of your deposit does not constitute our acceptance of your offer and your deposit will be refunded in full if your offer is refused.

Once your tour has been confirmed we will accept responsibility for it in accordance with these conditions as an "Organiser" under the Package tours and Travel Trade Act 1995.



## **1. Booking & Paying For Your Arrangements**

A booking is made with us when you pay us a deposit as notified to you (or full payment if you are booking within 6 weeks of departure) and we issue you with a booking confirmation invoice. Deposits for all bookings are €100/£100 per person (currency dependent on tour region selected).

A binding contract will come into existence between you and us as soon as we have issued you with a Booking Deposit Received email that will confirm the details of your booking and will be sent to you or your travel agent. Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong, you must advise us within 24 hours as changes can not be made later without incurring a fee and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 6 weeks prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit

## **2. Website, Brochure & Advertising Accuracy**

We make every effort to ensure that the information and prices in our advertising, brochures and websites are accurate at the time of publication, however, regrettably, errors can occasionally occur. You must, therefore, ensure you check the price and all other details of your chosen arrangements with us at the time of booking. The information and prices shown on our website and in our brochures may have changed by the time you come to book your arrangements.

Our website includes general descriptions of the various tours available, specifically outlining the itinerary and services included in the price. Changes in any or all of these items may need to be made from time to time, and you should request a detailed dossier for up to date information about the tour.

Our website contains statements representing its honest belief that the facts, as shown, are correct. Every reasonable effort has been made to fully describe the tours offered and every reasonable attempt will be made to honour what has been described.

Hillwalk Tours Limited reserves the right to make changes to the information, prices and itineraries set out in the website and provided such changes have been notified to the customer prior to the submission of a booking form, such changes shall be binding on the parties. Any imagery/media which you capture and share with us (e.g. either by email, upload, or on social media), may be used by Hillwalk Tours Limited without charge in all media, for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures or on the Internet.

In the interests of continuing to offer the best possible standards of service, Hillwalk Tours Limited reserves the right to share, or not to share, any feedback or comments received from you with our business partners be they accommodation suppliers, luggage transfer providers, taxi drivers, walking trail maintenance, etc.



### 3. Insurance

It is a condition of booking that all participants have their own adequate travel insurance and that each is covered in the event of cancellation, personal accident, illness or loss of possessions.

All participants must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, curtailment, medical expenses and repatriation in the event of injury or illness during your tour with us.

We do not check insurance policies for suitability, but reserve the right to request a copy. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

### 4. Your Tour Price

We reserve the right to alter the prices of unsold tours shown in our brochures or website at any time. You will be advised of the current price of the tour that you wish to book before your contract is confirmed. We also reserve the right to correct errors in the prices of confirmed bookings.

### 5. Jurisdiction and Applicable Law

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

### 6. Cutting Your Tour Short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your tour not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### 7. Booking Modification Or Transfer Of Booking

#### **Booking Modification:**

If, after our confirmation invoice has been issued, you wish to change your booking in any way, for example, your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible.

Any request for changes to be made must be in writing from the **person who made the booking** or your travel agent. You will be asked to pay an administration charge of €50/£50 (depending on which currency you used to pay your deposit) per change, and any additional costs we incur



in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Modifications to tours that have been confirmed are not possible within 2 weeks of the tour start date.

### **Transfer of Booking:**

Should a member of your party be prevented from travelling, you may transfer the booking to another person(s), subject to the following conditions:

1. that person is introduced by you and satisfies all conditions applicable to the travel arrangements;
2. we are notified not less than 7 days prior to departure;
3. you pay an amendment fee of €50/£50 (depending on which currency you used to pay your deposit) per person transferring, as well as any additional costs we may incur and any outstanding balance payment; and
4. the transferee agrees to these Booking Conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Note: Certain travel arrangements (e.g. hotel or transportation bookings) may not be amended or transferred after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 8.

### **8. If You Cancel Your Booking Before Departure**

This clause 8 outlines the rights you have if you wish to cancel your booking.

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices or by email and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person tour price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:



All tours

Period before departure in which you notify us	Cancellation Charge
More than 41 days	Deposit only
28 to 41 days	40% of tour cost
14 to 27 days	80% of tour cost
Less than 14 days	100% of tour cost

Please note that amendment charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

We will deduct the cancellation charge(s) from any monies you have already paid to us.

### 9. If We Modify Or Cancel Your Tour

It is unlikely that we will have to make any changes to your confirmed booking, but arrangements are often made many months in advance. Occasionally, we may have to make changes or cancel your booking and we reserve the right to do so at any time.

#### Changes:

If we make a minor change to your tour, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include change of accommodation to another of the same or higher standard.

Occasionally we may have to make a major change to your confirmed arrangements. "Examples of "major changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.



- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A significant change to your itinerary, missing out one or more destinations entirely.

**Cancellation:**

We will not cancel your travel arrangements less than 6 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- (i) accepting the changed arrangements;
- (ii) having a refund of all monies paid for your tour (you will not be entitled to any further sum by way of compensation, damages or otherwise arising from said cancellation); or
- (iii) accepting an offer of alternative travel arrangements of comparable standard from us, and where we offer one (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

**Events beyond our control ("Force Majeure"):**

In the event that we have to cancel a tour before, on, or after the tour start date due to force majeure, you will not receive any refund nor will you be entitled to any sum by way of compensation, damages or otherwise arising from said cancellation.

For the purposes of these Booking Conditions, Force Majeure means any event which we or the supplier(s) of the service(s) in question could not control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, epidemics, pandemics and significant risks to human health such as the outbreak of serious disease at the travel destination, natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster unavoidable technical problems with transport, airport regulations or closures, unforeseen alterations to public transport schedules and rescheduling of aircraft, changes to visa requirements and all similar events outside of our or the supplier(s) concerned control.

**10. Special Requests**

Any special requests must be advised to us at the time of booking in the appropriate section of our booking form e.g. diet, room location, a particular accommodation type, a particular facility at a hotel etc. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled.

The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request



will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

## **11. Complaints**

We make every effort to ensure that your tour arrangements run smoothly but if you have a problem during your tour, please inform the relevant supplier (e.g. your hotelier), the Hillwalk Tours office or Out of Hours service immediately who will endeavour to put things right. You can reach the Out of Hours service on the following number +353 89 2424 071.

If the problem cannot be resolved and you wish to complain further, please send formal written notice of your complaint to us by email or by post at our office (Hillwalk Tours Limited, 27 Galway Technology Centre, Mervue Business Park, Wellpark Road, Galway, H91 WV02, IRELAND) within 28 days of the end of your trip, giving your booking reference and all other relevant information. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

## **12. Your Behaviour**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any accommodation manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately.

In the event of such termination, our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination.

You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.



### **13. Suitability**

All our tours have a difficulty grading and it is your responsibility to ensure that you are physically fit, adequately experienced and suitably equipped to complete the tour. If you have any medical conditions, allergies or special dietary requirements you must inform us. We will endeavour to pass on any dietary or special requests to our suppliers but cannot guarantee that they will be able to meet your request. Your booking is accepted on the basis that you understand and accept the inherent risks involved in adventure or activity tours and that you undertake the tour and activities of your own free will. If you decide that you are unable to continue the tour you will be responsible for making your own alternative arrangements at your own expense.

### **14. Hillwalk Tours Limited's Liability to the Customer**

Although we take the greatest care to ensure that everything runs smoothly on your trip, accidents can happen. For this reason, Hillwalk Tours Limited requires you to take out adequate insurance cover prior to travel for loss or damage to personal property, personal injury or illness, medical expenses and cancellation expenses. Please note that neither Hillwalk Tours Limited, its employees nor its agents can accept any liability relating to personal injury or illness, loss or damage to personal equipment, or any other unforeseen events that occur during your tour.

Any information or advice provided by Hillwalk Tours Limited on matters such as walking routes, climate, clothing, meals, travel documents, baggage, special equipment etc. is given in good faith but without responsibility on the part of the Business.

### **15. Excursions & Additional Transport**

Excursions, other tours or additional transport that you may choose to book or pay for whilst you are on one of our tours are not part of your package tour or contracted arrangements provided by us. For any excursion, other tour or additional transport that you book, your contract will be with the operator of the excursion, tour or additional transport and not with us. We are not responsible for the provision of the excursion, tour or additional transport or for anything that happens during the course of its provision by the operator.

### **16. Passport, Visa and Immigration Requirements**

It is your responsibility to check and fulfill the passport visa, health and immigration requirements applicable to your itinerary. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. You can visit a service such as [www.travisa.com](http://www.travisa.com) to find out what visas and other documents you may require for your destination.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.



## **17. Conditions of Suppliers**

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from the supplier concerned.

## **18. Luggage Transfer Service**

Each customer of Hillwalk Tours Limited is entitled to one item of baggage to be transferred along the walking route during their tour. An upper weight limit of 15kg per person applies to the luggage transfer service included in all our walking tour packages unless otherwise stated. Hillwalk Tours Limited reserves the right to refuse the transfer of loads which exceed the outlined limits.

Luggage will not be transferred to locations which are outside the tour itinerary you have booked. If you have booked an extra night's accommodation in a location outside the tour itinerary, your baggage will not be transferred to or from this location.

Neither Hillwalk Tours Limited, its employees nor its agents can accept any liability relating to loss or damage of personal property during the transfer of luggage during your walking tour. For this reason, valuable or breakable items (e.g. jewellery, electronic devices, cash, etc.) should not be left in baggage due to be transferred.

Hillwalk Tours Limited requires you to take out adequate insurance cover prior to travel for loss or damage to personal property.

## **19. Internet Postings; Hillwalk Tours Protected Materials:**

Hillwalk Tours Limited encourages participants to 'spread the good word' about their experiences on our tour. At the same time, we expect participants to respect our organization, and not to disparage Hillwalk Tours in postings on the Internet (websites, Facebook, YouTube, Twitter or other sites).

Also, please understand that Hillwalk Tours Limited websites and information contain copyrighted materials, trademarks, protected trade names and logo/marks that are the sole property of Hillwalk Tours Limited, and (other than downloading or printing for personal use), may not be copied, broadcast, disseminated or publicized, without our written permission.

## **20. Special Offers & Discounts**

A discount of 80% of the tour price will be extended to children aged under 2 years of age (as at the tour start date), at the discretion of Hillwalk Tours. The amount of any such discount is based on the assumption that the child will be accommodated in the same room as his/her parents. To avail of this discount, a copy of the child's passport/I.D. Card must be sent to us by email prior to booking – this is required before we start contacting our suppliers to make



reservations. You will not be required to pay a deposit for the child when you are booking your tour.

A discount of 10% of the tour price will be extended to children aged between 2-12 years (as at the tour start date), at the discretion of Hillwalk Tours. In order to be eligible for any potential discount, a copy of the child's passport/ I.D. Card must be sent to us by email prior to booking – this is required before we start contacting our suppliers to make reservations. A deposit of £100/€100 will be required for each child on your tour.

Special offers or discounts cannot be used in conjunction with any other existing offers. All reductions apply to the tour price only. Single supplement charges and extra night costs will be incurred as normal where applicable. All offers are subject to availability.

If your booking was made prior to 10 March 2023, you can review the booking conditions which were in force at the time of booking [here](#).