

Terms & Conditions for Costsaver & Trafalgar Tours

For the purposes of this document reference to “you” or “your” includes all guests in the party. Brendan Vacations (Ireland) Limited is the ‘Agent’. The ‘Operator’ for the trips will be as described in the table below. Collectively these companies are referred to as ‘Trafalgar’, ‘Costsaver’, or the ‘Provider’. Costsaver is a trading name of Trafalgar and is used interchangeably.

Your agreement is with Costsaver and a contract is formed when you make a reservation with us that we accept. Enrollment in and payment for a guided trip shall constitute acceptance by the guest of the terms and conditions in this document. These cannot be varied except in writing by an officer of the Company.

All contracts with Costsaver are made subject to the terms of these booking conditions which includes the Important Information provided.

We reserve the right to change these booking conditions at any time prior to you making a booking.

The invalidity of any provisions herein shall not affect the validity of any other provisions. The agreement shall be construed as though the invalid provision was not contained herein and was replaced with an enforceable provision as similar as possible to the original provision. Should any conflict arise between these booking conditions and those contained within our brochures, these booking conditions shall prevail.

Departure Date

The departure date is the date indicated on the booking confirmation.

Security

Security is a major concern to all of us and the situation globally is constantly changing. Events around the world, coupled with the “Travel Advisories” put out by various governments, may at times necessitate changes to the accommodations and itinerary or even trip cancellation. You must accept these risks involved in travel to any country that may experience security difficulties and accept responsibility for your own travel decisions.

Travel Insurance

Travel insurance is highly recommended for all guests covering all applicable dates of travel with the Provider. This insurance should cover: trip interruption, personal injury, medical expenses, evacuation and repatriation cover including during pandemic events. The choice of insurer is yours. The availability of travel insurance and extent of cover is constantly changing, please refer to our website www.costsavertour.com/faq for most up to date information or talk to your reservation agent. The Provider may receive a commission for introducing you to a travel insurance provider.

The Provider cannot be held responsible for your failure to obtain insurance which is appropriate, and we recommend you purchase your insurance at or soon after booking your trip. The Provider (other than in circumstances where the Provider has been negligent) will not be held liable for any costs incurred by the guest resulting from their failure to obtain adequate travel insurance.

COVID-19

COVID 19 means coronavirus disease, an infectious disease caused by the SARS-CoV-2 virus and all variants of the SARS-CoV-2 virus.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. The Provider may require proof of vaccination or negative COVID-19 tests, with the situation changing rapidly please refer to www.costsavertour.com/faq for current requirements and further information relating to COVID-19. Please also familiarize yourself with the advice from your national authority for overseas travel before departing.

COVID-19 requirements vary from country to country and region to region and circumstances may require us to ask all travelers to be vaccinated and provide evidence of vaccination, irrespective of the destinations' vaccine requirements. Definition of fully vaccinated may include booster doses and/or time elapsed since last dose received. Evidence of negative COVID-19 tests may also be required. Airlines, hotels, excursion providers and other transport providers may also have separate requirements. It is your responsibility to ensure that you comply at all times with these requirements. No refunds will be given if you are unable to undertake some or all of your holiday due to your failure to comply with these requirements, or if you fail any tests, checks or other measures imposed by a supplier or necessary for you to travel. You also acknowledge that certain countries may impose quarantine or self-isolation measures upon travelers, whether in the place of the destination or upon return and that such requirements are subject to change, and may be imposed on short notice. You will be responsible for any resulting additional costs including travel and accommodation.

We ask that you please take personal responsibility for your wellbeing. This begins with packing any personal protective equipment and sanitisers you require. Please adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instructions whether physical signage, or requests from our professional staff once you are travelling with us. To travel with us, you voluntarily assume all risks related to exposure to COVID-19. Full details of hygiene protocols can be found on our website.

If you test positive while travelling with us, you will need to comply with the legislation or regulations of the country you are in and may not be able to continue to travel with the group. You will need to isolate in that country for the required number of days if stipulated by the local government. As COVID-19 still remains a threat to the health of individuals, we ask that you please take personal responsibility for your wellbeing and be conscious of the effect your personal situation may have on the health and wellbeing of others. The Provider may decide you will not be able to continue to travel with the group, if your health situation appears likely to endanger your wellbeing or that of other guests.

In the event that you are unable to travel with us or need to curtail your trip our cancellation charges will apply in accordance with our cancellation procedure. We will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by **you. You must ensure you have travel insurance which covers these costs.**

Force Majeure

Force Majeure Event means any event or circumstance beyond the control of the Provider, including but not limited to: (a) an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, cyclone, tsunami, storm or storm warning or natural disaster); (b) industrial disputes, work ban or other labor dispute or difficulty; (c) acts of terrorism, political unrest, war or threat of war, riots or civil strife; (d) failure or delays to scheduled transportation and the closure of airports or ports; (e) pandemic, epidemic or health risk; (f) governmental and administrative actions (including closure of borders and travel warnings and restrictions).

Reservations & Payments

Your trip will be confirmed after receipt of a non-refundable deposit as detailed in the Table. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. If not received within 7 days of booking, the reservation will automatically be cancelled. On certain departures, deposits may be required at time of booking to hold seats.

Air-inclusive bookings may require an additional non-refundable deposit or payment in full at the time of booking, see Flight Reservations, Deposits and Cancellation section below.

We may from time to time offer deposits at a reduced amount (Promotional Deposits) and these may be subject to different terms and conditions as specified by us. Such terms and conditions prevail to the extent of any inconsistency with these Booking Conditions.

Final payment for your trip reservation will be due prior to departure no later than as detailed in the Table. When making multiple trip bookings, full payment is for all trips according to the scheduled departure date of the first departing trip. Payment in full will be required at time of booking for reservations made later than the final payment due date (see Table) prior to the trip departure date. Some special promotions may have different payment deadlines and cancellation terms. If you fail to make payment by the due date detailed in the Table we will remind you to make payment. In addition to the payment you will also be responsible for any costs imposed upon us by suppliers resulting from late payment. If we do not receive payment within 72 hours after the reminder you will be deemed to have cancelled the booking.

The Provider reserves the right to cancel the reservation and impose cancellation charges if any payment is not received as detailed within the Table. The Provider will not be responsible for lost land and/or air reservations.

Credit Card Bookings: The Provider should be advised of your credit card number when making your reservation directly with us. For security purposes, we are required to collect the guest's credit card billing address, card expiration date and the customer verification code every time a payment is applied.

Your Travel Agent shall hold all monies for each and every person named in the booking until the booking is confirmed at which time your Travel Agent shall provide those monies promptly to us. You consent to us depositing monies received by us as required by law. We will be entitled to keep interest earned on monies.

Booking Changes

Name Changes and Corrections

The Provider does not charge for name changes or corrections, however where third party costs are incurred these will be passed on to the guest. Not all airlines allow name changes or name corrections, and a new airfare may need to be purchased which will be passed onto the guest.

Other Booking Changes

The Provider does not charge for minor booking changes however where third party costs are incurred these will be passed on to the guest. Costs and charges may increase the closer to the departure date that changes are made. We will try to make your requested change, but it may on occasion not be possible.

Cancellations & Refunds

Cancellation by Traveler

Travel arrangements for any member of the party may be cancelled at any time by written notice by the person who made the booking.

If notice of cancellation is received by the Provider before final payment is due (see Table), the deposit will be retained. If cancellation is made after final payment is due cancellation fees will apply (see Table). These cancellation fees represent the costs incurred less any expected recoveries. Please also refer to Air Changes or Cancellation Section where applicable.

Notice of cancellation must be made in writing directly to the Provider or through your Travel Agent.

If a person in a party cancels and there is a room change caused by this cancellation (such as a twin share to Single, or Triple to twin share), charges for the new room type will be the responsibility of the remaining party.

If a guest fails to join the trip on the day of departure, cancellation fees will be 100% (unless the guest notifies us of the delay and joins the trip later at their own expense).

Cancellation fees as per the Table apply to additional accommodation and/or chargeable transfers prior to and after the trip, itinerary extensions or cruise reserved through the Provider.

Cancellation fees and charges will include any amounts that we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to airlines and hotels). Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties.

All cancellation fees as per the Table are additional to any cancellation fees or other charges that may be levied by your Travel Agent.

If the reason for your cancellation is covered under your insurance, you may be able to reclaim these charges from your insurer. You are responsible to make the claim to your insurer. We will provide you with documentation to support your claim.

Deposit PAYMENT AMOUNTS			
	Level 1	Level 2	Additional air tickets
Deposit due per person	\$200	\$350	Per airline policy
Final Payment Due Date – days before departure	60 Days	90 Days	Per airline Policy
Cancellation Charges (per person) if you cancel your holiday			
Before Final Payment due date	Deposit	Deposit	Per airline Policy
Final payment date until 30 days prior to departure	50%	50%	\$50 plus airline charges
29 days – 2days prior to departure	80%	80%	\$50 plus airline charges
1 day prior to departure	\$100 %	100%	\$50 plus airline charges

Cancellation by the Provider

The Provider reserves the right, to modify or cancel any trip, accommodation, in-destination activity or arrangement, (definite or not), at any time.

Cancellation due to Failure to Pay

If full payment is not received by the due date (see Table), The Provider has the right to cancel your reservation and no refund will be made. The Provider will not be responsible for lost reservations.

Cancellation due to Force Majeure Events

If the Provider cancels a trip as a result of a Force Majeure Event, the Provider will provide an alternative comparable trip (if available). If an alternative is not available you will be offered a future travel credit or a refund. No compensation is payable in these circumstances. Where a trip is terminated mid-trip due to a Force Majeure event, if we provide you with any alternative services or assistance (such as hotels or travel) then you agree to pay for these costs.

Cancellation due to Events other than Force Majeure Events

If the cancellation by the Provider is not as a result of a Force Majeure Event, the Provider will provide an alternative comparable trip (if available), if an alternative is not available then a refund will be made. The Provider is not liable for any cancellation or change cost or penalties incurred on other travel arrangements, including air travel, that may be affected thereby.

The Provider is not responsible for other travel arrangements that you or your party have made outside the Provider and which are affected by our cancellations.

Early Return, Illness or Absence

Early return expenses are the guest's responsibility, unless this is due to negligence by the Provider. There is no refund for absence or early departure from a trip, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions. The Provider urges you to purchase travel insurance which covers such circumstances. The Provider makes no representation or guarantees concerning reimbursement, scope of coverage, or other aspects of any travel insurance policy or claim.