

# 10<sup>th</sup> (IRISH) DIVISION MEMORIAL TOUR GALLIPOLI AND ISTANBUL



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**Please complete and return this Booking Form to GTI**

**Names must be as per passport otherwise a name change fee up to €100 will be charged by the airline**

Surname	First Name	Date of birth	Gender	Passport Number	Nationality

**Contact Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Telephone No** \_\_\_\_\_ **Mobile No** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Accommodation: Please indicate the type of room required.**

Double Room	Tick if double room required: <input type="checkbox"/>
Twin Room (please advise name of person you are sharing with if using separate booking forms)	Tick if twin room required: <input type="checkbox"/>
Twin Room, willing to share (GTI will match single travellers with a roommate of the same gender where possible)	Tick if willing to share twin room: <input type="checkbox"/>
Single Room (Single supplement of €185 per person per tour)	Tick if single room required: <input type="checkbox"/>

**Insurance: GTI recommend all passengers are covered by travel insurance when travelling abroad.**

Please tick if you would like GTI to provide your travel insurance for this tour:  Price: €25.00 per person for passengers aged 69 and under (terms and conditions apply). For passengers over 69 years or for annual cover please contact GTI for a competitive quote	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Signed \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE READ VERY CAREFULLY THE CONDITIONS SET OUT HEREUNDER BEFORE SIGNING THE BOOKING FORM**

In this booking form the word "Organiser" means the person who arranges your transport, accommodation etc. and who offers it as a holiday. "Consumer" refers to 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 booking form or any other person to whom you transfer a holiday which you have bought. The "Retailer" is the person who sells the holiday to you; he is not responsible for organizing the flight, accommodation or other component parts of the holiday.

**1. THE CONTRACT**

- (a) No contract shall arise until the Organiser have received this completed booking form together with a deposit or full payment for the holiday and have issued written confirmation of its acceptance to the retailer. The terms of contract are contained solely in these booking conditions, the booking form and Organisers' confirmation, the Organisers' brochure or other descriptive material, any airline or sailing ticket issued and the itinerary issued by the Organiser.
- (b) The Organiser reserves the right to terminate this contract if the behaviour or conduct of a passenger either prior to or during a holiday is likely to endanger the safety or well-being of other passengers in his company or that of the passenger himself. Further, where as a result of the Consumer's actions or the actions of any other person who is listed on this booking form either or both of the following incidents occurs:
  - (i) There is delay or diversion to the means of transportation the subject of this contract.
  - (ii) The 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.

**2. DISABLED PERSONS**

It shall be the consumers' responsibility to disclose to the Organiser any physical or mental condition of a member of his party that may be relevant. The Organiser reserves the right to decline to supply a holiday to for a disabled person where in the Organiser's opinion that holiday would be inconsistent with the special needs of the disabled person.

**3. PAYMENT**

The holiday must be paid for, in full at least 8 weeks prior to 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 must be notified in writing to the Organiser) the following cancellation charges are payable by the Consumer: -

Weeks Prior to Departure	Amount Forfeited deposit
More than 8 weeks	50%
Within 8 - 6 weeks	75%
Within 6 - 4 weeks	100%
Within 4 weeks	100%

All cancellation charges apply to each person covered by a booking. Any insurance premium paid is not refundable.

**4. SUBSTITUTION**

- (a) Where the consumer is prevented from proceeding with the holiday he, may transfer his booking, having first given the Organiser or Retailer reasonable notice in writing of his intention to do so before the departure date. The transferee from 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 holiday for a substitution fee of €100.00 per person substituted.

**5. ALTERATION BY THE CONSUMER**

If after acceptance by the Organiser a Consumer wishes to alter a holiday, the Organiser, will use its best endeavours if practicable to facilitate that change. A request for alteration must be in writing and must be accompanied by a non-refundable payment of €50.00 per person. If the alteration is impracticable the original holiday arrangement shall continue to apply. If some of the consumers booked request a change, which is found to be practicable, a price adjustment for all the consumers on the same booking maybe payable and must be discharged on the date shown in the Organiser's written confirmation of such change. If default is made by the consumer in complying with the foregoing requirements the Organiser shall have the rights referred to in Paragraph 3.

**6. SPECIAL REQUESTS**

Special requests (e.g. Ground floor accommodation, sea view, event tickets 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 Organiser shall only be obliged to provide services in accordance with special requests where it specifically commits itself in writing to do so. No liability shall attach to the Organiser for failure to comply with a special request that has not been confirmed by it in writing.

**7. ACCOMMODATION ON REQUEST**

Where accommodation is "on request" an additional administration charge of €50.00 will be payable by the consumer. This charge will be credited to the cost of the holiday once a booking is confirmed. If the Organiser is unable to obtain the particular accommodation requested by the Consumer, the Organiser shall take all reasonable steps to make a comparable alternative available to the Consumer. If the accommodation requested by the consumer cannot be confirmed or an alternative offered or if the alternative offered is not acceptable to the Consumer, the Consumer shall be entitled to a refund of all monies paid to the Organiser less €50.00 administration charge.

**8. ALTERATIONS BY THE ORGANISER**

- (a) The Organiser reserves the right to alter, change, curtail or cancel a holiday.
- (b) If a consequence of "force majeure" (as hereinafter defined in sub-paragraph (f) 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 consequence of the said curtailment, alteration, extension or cancellation of the holiday.
- (c) If the Organiser has specified a minimum number of bookings required for a programme of holidays in its published information relating to that programme, the Organiser's obligations to provide that programme shall be contingent upon the Organiser receiving and maintaining that minimum number of bookings. In the event that the Organiser does not receive the minimum number of bookings or having received such minimum number has that number reduced by reason of cancellations or transfers by Consumers or otherwise, the Organiser shall be entitled to cancel or curtail the relevant programme at any time up to 4 weeks prior to the departure date and the Consumer shall not be entitled to make a claim for loss arising as a consequence of cancellation or curtailment in these circumstances. The Organiser shall notify the consumer within seven days of any cancellation or curtailment necessitated by the foregoing circumstances.
- (d) If prior to the departure date there is a cancellation, alteration, change or curtailment relating to the holiday, which results in more than 16 hours change in the time of departure, or a change of resort or in the type of accommodation offered, or some other change which fundamentally alter the holiday, the Organiser shall:
  - (i) If practicable, offer an alternative comparable holiday of at least similar standard;
  - (ii) If practicable, offer a holiday of a lower standard and refund to the Consumer the difference in price between that of the original holiday purchased and the replacement holiday; or
  - (iii) Refund to the Consumer all monies paid. Unless within seven days of issue of the offer of an alternative holiday is accepted by the Consumer in writing, the Organiser shall assume that the Consumer has declined such offer and the Consumer shall be entitled to return of the payments made.
- (e) Where the Organiser makes an alteration in the holiday as contemplated in sub-paragraph (d) of this clause the Consumer shall be entitled to receive compensation in accordance with the scale set out in this sub-paragraph. No compensation shall be payable where the alteration is for the reasons referred to in subparagraphs (b) or (c) of this clause.

Notification Period Prior to Departure Date	Compensation per Person
Within 8 weeks	€10.00
Within 6 weeks	€15.00
Within 4 weeks	€25.00
Within 2 weeks	€30.00

(f) In this booking form, the term "force majeure" means 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, 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.

**9. PASSPORTS, VISA, AND HEALTH REQUIREMENTS**

It is the Consumers' responsibility to ensure that the Consumer is in possession of all necessary travel and health documents prior to departure. All costs incurred in obtaining such documentation are the sole responsibility of the Consumer.

**10. INSURANCE**

The Consumers attention is drawn to the exclusion clauses and excesses in the insurance policy arranged by the organisers. It is a condition of this contract that the Consumer is adequately insured before travelling. The Consumer is recommended to avail of the insurance scheme arranged by the Organiser. In so arranging insurance cover for the Consumer the Organiser is acting as the agent of the relevant insurer and shall not be responsible to the Consumer for any default by the insurer under that policy. All claims made against the insurance policy shall be made directly to the insurer, if the Consumer wishes to make alternative travel insurance arrangements he/she must furnish details of the alternative insurance which must provide at least the same cover as our policy. The Organiser reserves the right to levy an administration charge for assessing the level

of cover offered by the alternative insurer proposed by the Consumer and for the purpose of confirming that the relevant policy will be in force for the duration of the Package.

**11. PRICE VARIATION**

All prices quoted are stated in Euros and are based on tariffs and exchange rates current and appropriate at the time of publication. The price of your holiday may be revised upwards or downwards to allow for variation in transport costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation/disembarkation fees at ports and airports or the exchange rates which apply to the holiday. Any such increase/decrease must be paid by or refunded to the Consumer. During the period of twenty days prior to departure date, the Organiser shall not increase the price stated in the brochure.

**12. DEFAULT BY THE CONSUMER**

- (a) The Consumer shall check all travel documentation immediately it is furnished to him. If the Consumer considers any documents is incorrect or has a query in relation to its contents, he shall forthwith notify the Retailer or 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 holiday as having been cancelled by the Consumer.
- (c) The Consumer is restricted by regulation of carriers and executive authority with regard to the weight, type and contents of baggage that he may take on board the craft and/or vehicles, which will be used in connection with the holiday. The Consumer shall be responsible for ascertaining any limitations, which apply in this regard and shall not present himself at the port of departure with any prohibited item in his luggage or on his person or with items, which exceed weight or dimension restrictions applicable.
- (d) The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the Organiser's staff or any crew member of a carrier's 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 Consumer's failure to act in accordance with any such direction or instruction.

**13. 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 action on the Organiser's behalf nor to that of another supplier of services because:

- (a) The failures which occur in the performance of the contract are attributable to the Consumer;
- (b) Such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or
- (c) Such failures are due to:
  - (i) Unusual and unforeseeable circumstances beyond the control of the Organiser, the Retailer acting on his behalf or other supplier of services, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (ii) An event that the Organiser, the Retailer acting on his behalf or the supplier of 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 willful 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 amount equal to double the inclusive price of the Package to the adult concerned and in the case of a minor an amount equal to the inclusive price of the Package to the minor concerned.

**14. 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 shall be entitled to recover the cost from the Consumer of any additional expense incurred by it in carrying out subsequent investigation of a complaint, which is found to be unjustified.
- (b) The Consumer shall be obliged to notify the Organiser in writing of any complaint not later than 28 days after his return to the port of departure or termination of the holiday whichever is the earlier.

**15. BROCHURE ACCURACY**

In the event of prices or details contained within the brochure changing, after the brochure is printed, you will be advised about any such known change to any of the relevant details within the brochure when you book or as soon as they become known to the Organiser.

**16. LICENCE**

Group Travel International's Government Travel Agent's Licence Number is TA 0533. We are a fully bonded Travel Agency under licence from the Minister of Public Enterprise. If you have any questions about this booking form please call us on (01) 843 47 34.