

Oscar Travel Bureau . trading as Oscar Travel strongly recommends you print a copy of the "Booking Terms and Conditions" for future reference.

Should you have any queries, please email info@oscartravel.ie us or call us on: 016337707

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1. Contract:

These conditions govern all bookings with Oscar Travel Bureau . trading as Oscar Travel (the Company), whose registered office is at Oscar Travel, Plaza Complex, Belgard Road, Tallaght , Dublin 24.

2Anything else (e.g. air tickets only, air tickets and accommodation booked at different times or a cruise only) constitutes "other holiday arrangements", which the Company makes as a booking agent, your contract being with the supplier(s) (e.g. the airline or hotel supplier) concerned.

Please note that for each flight ticket there are additional terms which are specific to that fare. Most instant purchase tickets are non-refundable when cancelled. You are responsible for complying with any airline's terms in relation to check in times, reconfirmation of flights or other matters. In relation to flight tickets, you are required to use all flight coupons in order of sequence. If this requirement is not met the airline may void the ticket.

When we book accommodation for you we are acting as your agent and in such circumstances our role is limited to the following services unless otherwise specifically agreed in writing: -(a) the effecting of a reservation; (b) the procuring of confirmation of such reservation; (c) the forwarding of consideration tendered by you for such reservation to the accommodation supplier; & (d) the confirmation on your behalf of your, the consumer's, acceptance of the accommodation supplier's terms and conditions. A copy of any accommodation supplier's terms and conditions are available on request. When we deal with you as your agent we have no contractual liability for the services, which we have purchased on your behalf.

Any booking made or order placed by you, whether through the Company's website or otherwise, shall be deemed an offer by you to purchase the relevant package or other holiday arrangement subject to these booking conditions and it shall be at the Company's discretion to accept the offer; said acceptance shall be deemed to exist on dispatch of a confirmation invoice to the client by the Company.

No contract between you and the Company shall come into existence until the Company accepts full payment and issues a confirmation invoice. All contracts with the Company and all matters arising from them are subject to Irish law and to the exclusive jurisdiction of Irish courts. The person who makes the booking accepts these conditions on behalf of all members of the party and is responsible for all payment due from the party.

Booking services with the company are currently only available to persons who are at least 18 years old. By submitting a booking you warrant and confirm to us that you comply with those arrangements.

Reservations - Be aware that certain airlines do not maintain “real time” seat availability in the airline reservations system to which we connect. Whilst every effort is made to reflect the true situation, instances may occur when airlines cancel sales. Oscar Travel will advise you if this is the case and will do all they can to reinstate your booking. **Tickets** - When you arrive at the airline check in desk you will be required to present an official form of identification (i.e. passport) to receive your boarding pass. Please note that you must print out your confirmation page or confirmation email to show to the airline. Because your e-ticket is held in the airline’s computer, you cannot forget it or lose it. More importantly, your e-ticket cannot be stolen, saving you the cost of a replacement ticket. You do not have to wait for your e-ticket to be delivered to you.

Flight Reconfirmation - All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey unless specifically informed otherwise by that airline. americanholidays.com accepts no responsibility for bookings cancelled due to non-compliance with rules set by that particular airline. Oscar Travel also take no responsibility for any flight rescheduling en route.

Hotel prices stated are on per room per night basis and include VAT unless otherwise stated. Resort fees, extra bedding such as cots and rollaway beds are payable locally in some hotels but can be requested through us. Unless otherwise stated, breakfast, lunch and dinner are not included. Star ratings may differ according to the country where the hotel is located and are out of our control. Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room provided.

2. Payment by Credit / Debit card

A deposit is required for all products at the time of booking. In the event that the Company is unable to obtain confirmation and can not offer an alternative, a refund will be issued.

The Company will not accept responsibility for cash sent through the post. Taxes do fluctuate in line with exchange rates and will be recalculated on the day final balance payments are collected. You will be advised if additional monies are due.

Payment on booking requests made on the website can be made by Visa, Mastercard. The Company reserves the right to charge you in addition for any handling fees incurred by us in relation to bookings made by credit card, these fees are currently 1.5%. Payment can also be made by Laser Card which does not incur a handling fee.

In accordance with mail order regulations, all documents will be posted to the billing address of the credit card holder and not the address of the passenger (unless they are one and the same).

We strongly recommend that all documents be sent to you by registered Post or Courier Service to your home, office or departure airport for an additional fee. Documents can be mailed by First Class post, but the Company will not accept responsibility for documents mislaid or lost in the post. Lost or mislaid tickets may require full payment to be made again, pending a refund of the original documents. Refunds will not be paid to you until they have been received by the Company from the relevant airline or consolidator. This usually takes 8-10 weeks but in some cases (e.g. lost tickets) may take considerably longer, i.e. up to 6 months. The minimum charge will incur a reissue fee levied by the airline, in addition to a €25.00 amendment fee.

Please note we can only accept credit/debit cards for clients who have a billing address in Ireland.

3. Alterations and Cancellation by you:

(a) Alteration: Any alterations will be treated as a cancellation and rebooking and the cancellation charges set out in paragraph (b) below will be payable.

(b) Cancellation: You or any member of your party may cancel your booking at any time providing that the cancellation is made by the person making the booking and is communicated to us in writing.

Some flight tickets are non-refundable, but can be amended for a change fee, plus any applicable penalties. Some airlines do not allow changes. Please note that most airlines do not refund on part used tickets. Tickets which are returned more than 1 year from date of issue are classified as expired tickets and must be submitted to the airline for their authority to refund. If you wish to cancel your hotel room, please contact us immediately. It is essential to include your booking number, registered email address and details of your cancellation. In the event of cancellation for whatever reason you shall be liable to pay Oscar Travel . the relevant administration fee per person. This could be in addition to any cancellation charges & local taxes any hotel may impose. The minimum charges that will be applied are outlined below, and are based on the day the written cancellation is received and whether documents have been issued. In addition to the Oscar Travel charges, most airlines also have a penalty or cancellation fee for any changes or cancellations to fares.

(c) Changes - you or any member of your party may change a booking should the airline permit. An administration fee of €50 will be applied per change per ticket, before ticket issue, in addition to the airline charge.

Holiday arrangements excluding packages:

(i) Air Ticket Refunds

The amount returned by the airline for refund is subject to a 20% or €75 administration fee per ticket (whichever is greater in value) in addition to a cancellation fee charged by the airline, as shown on the Fare Details page.

(ii) Travel Arrangements

Period before departure* Amount of Cancellation of the holiday price

4 - 8 weeks 25%

2 - 7 weeks 50 - 75%

Less than 2 weeks 100%

Failure to arrive at point of departure 100%

You will be notified on your confirmation invoice if different cancellation charges apply.

*Note: All airline tickets, particularly promotional fares, are payable in full on booking and are non-refundable regardless of the date OR reason for cancellation. In all cases, unused car rental portions or vouchers are non-refundable. If for any reason you are unable to present your car hire voucher to the respective supplier and are billed locally for the charges, the Company will reimburse the price you paid for such voucher but not the charges paid locally. Please see the insurance page for details of cover and charges.

4. Alterations by the Company:

Although the Company makes every effort to ensure that published descriptions are correct, it does not own or operate airlines and other suppliers and cannot control or prevent changes. The Company therefore reserves the right to change the description of any flight and/or ground service before you book, in which case you will be told before a confirmation invoice is issued.

(a) Holiday arrangements excluding packages: Alterations to bookings of this kind are infrequent. Although under no obligation to do so, the Company will endeavour to notify all changes before departure if it is practicable to do so. (Please see section 13 Flights.) No compensation is payable by the Company in such cases. Should a schedule change occur to your itinerary after full balance/ticket issue, on either the outbound, or return flights the relevant supplier's decision will be final.

(b) "Packages": Occasionally due to reasons beyond the Company's control, it may be necessary to amend the flights and/or other services which make up a package booking after it has been confirmed. Such changes are considered to be either "major" or "minor". A major change is one made before departure that involves a difference of more than 12 hours in departure from Ireland, change in your resort area overseas, or a change of accommodation to a lower classification than that booked. A minor change is any other change. Whilst the Company has the right to make a minor change at any time without notification, major changes will be advised as soon as is practicable offering you the choice of (a) accepting the amendment as notified (b) purchasing another arrangement from the Company with the price difference payable/refundable as appropriate (c) cancelling the arrangement(s). If you choose (c) all monies paid to the Company for the package will be refunded. In addition, you will receive the compensation listed below, except in cases of "force majeure" or "low bookings", as defined in Clause 6 below. You must inform the Company of your decision as soon as possible after receiving notification (and in any event within 7 days).

Period before scheduled departure within which a major change is notified:

Compensation per person:

Over 56 days: NIL

56-29 days €25

28-15 days €40

14 days €50

Note: In all cases the Company's liability is limited to the rates of compensation listed above. No further claims will be accepted for costs or additional expenses incurred as a result.

5. Cancellation by the Company:

(a) Holiday arrangements excluding packages: In the unlikely event that a booking has to be cancelled a full and prompt refund will be made of all monies paid to the Company less any insurance premiums and amendment fees. No compensation is payable.

(b) Packages: The Company reserves the right to withdraw or cancel the service on offer. If the booking is cancelled before departure for any reason other than non-payment by you then you will be offered the choice of purchasing another arrangement from the Company, with the price difference payable/refundable as appropriate, or of receiving a full refund of all monies paid to the Company (except insurance premium and any amendment fees). In addition, unless the cancellation has been caused by "force majeure" or "low bookings" (defined in Clause 6 below) compensation will be paid on the scale set out in Clause 4 above. The Company will never cancel a package within 30 days of departure except for reasons of "force majeure" (see Clause 6).

6. Force Majeure/Low Bookings:

(a) "Force Majeure": includes war, threat of war, riot, civil disobedience or strife, industrial dispute, terrorist activity, natural or industrial disaster, fire, adverse weather conditions, level of water in rivers, technical or maintenance problems with transfer, unforeseen operational decisions of air carriers such as changes of schedule, or any unforeseeable or unavoidable event beyond the Company's control.

(b) "Low Bookings": is where the number of persons who have booked a particular arrangement is less than the minimum required to make it viable.

7. Pricing Policy:

All fares displayed on this website are for information purposes only and are subject to alteration at any time prior to issue of a confirmation invoice, either due to error on the Company's part or unforeseen fare increases levied by the airline(s) in question.

All fares and other information displayed on our website are subject to availability and all booking requests will be subject to confirmation by a member of staff.

Once a confirmation invoice has been issued the price shown on that invoice may only vary as outlined below or if you amend your booking (see Clause 3).

(a) Holiday arrangements excluding packages: While every effort is made to avoid surcharges,

the right is reserved to pass on any cost increase levied by the suppliers. No surcharge will ever be levied for air tickets after we have received full payment in cleared funds and tickets have been issued.

(b) "Packages": Prices may only be changed to reflect government action, increase in transportation costs (e.g. airfares and cost of fuel), changes in dues and taxes or fees payable for services (e.g. landing taxes or embarkation/disembarkation fees at ports and airports) or to reflect fluctuations in exchange rates. In all cases the Company will absorb an amount equivalent to 2% of the invoice price (excluding insurance premiums and amendment charges). Only amounts in excess of the 2% will be passed to you and should this figure exceed 10% of the invoice price due to the Company (excluding insurance premiums and amendment charges) you will be entitled to cancel the booking and receive a full refund of all monies paid (excluding insurance premiums and amendment charges). If you decide to cancel in these circumstances you must do so within 14 days of the issue date on the surcharge invoice. The Company will not impose any surcharge within 14 days of departure.

8. Responsibilities of the Company:

(a) Holiday arrangements excluding packages: In consideration of the fact that the Company acts only as a booking agent, the Company has no liability whatsoever for any aspect of the arrangements and, in particular, has no liability for any loss, personal injury or death however incurred.

(b) "Packages": If any part of the package you book with the Company is not as described and does not reach a reasonable standard, or if you suffer personal injury, illness or death as a result of any improper performance by the Company of the obligations it owes to you under this contract, the Company will pay you reasonable compensation taking into account all relevant factors including the invoice price of your package, any steps it was reasonable for you to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the package. However, this acceptance of liabilities is subject to the following three qualifications :-

(i) The Company will not be liable to pay you any compensation if the deficiency, personal injury, illness or death concerned does not result from any fault on the part of the Company or its suppliers, but is caused by your own acts and/or omissions, by the acts and/or omissions of a third party (excluding one of the Company's suppliers) or by circumstances which neither the Company nor its suppliers could have anticipated or avoided even exercising all due care.

(ii) The Company's liability to compensate you and the amount of compensation payable by the Company is limited in accordance with certain international conventions, the Warsaw Convention as amended the Hague Protocol 1955, the Berne Convention 1962, the Athens Convention 1974 and the Paris Convention 1962. Copies of these conventions are available from the Company upon written request but 28 days should be allowed for delivery.

(iii) It is a condition of the payment of compensation to you pursuant to Clause 8 that you notify the Company of any complaint or claim strictly in accordance with Clause 9 below and, further,

assign to the Company any rights you may have against any third party in connection with your claim. You must co-operate with the Company and the Company's insurers in this regard.

If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the package you have booked with the Company, the Company will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances and, where appropriate and at the Company's sole discretion, financial assistance up to a limit of €3,175 per confirmation invoice (not per member of your party). Any such financial assistance is for the sole purpose of taking legal proceedings against a third party responsible for your injury, death or other loss. Assistance must be requested within 90 days of the incident concerned and is repayable to the Company from any monies received from a third party or under any insurance policy.

Nothing in these conditions shall be deemed to exclude or restrict the Company's liability for death or personal injury caused by its negligence.

9. Complaints:

If a problem occurs, whilst you are abroad, you must inform the relevant supplier (e.g. hotel, car rental company, airline) immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction, at the time, you must also contact the Company's Head Office in Dublin immediately by telephoning 6337721, so that the Company is given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write within 28 days of your return to the Company's customer relations manager quoting your original booking reference and giving all relevant information. Failure to take these steps will hinder the Company's ability to resolve the problem and/or investigate it fully and in consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced. Should a dispute arise which cannot be solved amicably, it can be referred to arbitration under a special scheme which, although devised by the Irish Travel Agents Association (ITAA), is administered independently by the Chartered Institute of Arbitrators. The scheme (details available from the ITAA on request) provides for a simple and inexpensive method of arbitration on documents along with restricted liability on you for costs. It does not apply to claims involving physical injury/illness, nor to claims for more than €1905 per person (or €9525 per confirmation invoice). If required, arbitration must be requested within 9 months of your return, Att: Suzanne McMahon, Operations Manager immediately by telephoning (353) (21) 4272527

10. Passports, Visas and Health Requirements:

Some information about passport, visa and health requirements may be shown on your confirmation invoice. Clients not holding passports marked must check applicable requirements with their Embassy. Please check your visa requirements and note that many countries require that your passport is valid for six months beyond the period of your stay.

Requirements can change and it is your responsibility to ensure that you comply with applicable passport, visa and health requirements and take all necessary documents with you to gain access to any country or region to which you make travel arrangements. If you fail to do so, you will be solely responsible for any cost, loss or damage which you or the Company incurs as

a result of your failure.

Oscar Travel is very happy to inform you of current documentation requirements if you so require. It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit (even if it is for a plane change). Many countries require that your passport should be valid for a period of (a minimum) six months from the date of arrival into that country. Oscar Travel does not accept any responsibility if you should be denied boarding or deported due to non-fulfillment of the above.

11. Behaviour:

It is your responsibility to ensure that you and the members of your party do not behave in a way which causes offence or danger to others or which risks damage to property belonging to others. In such circumstances all suppliers (e.g. hotel managers, airline pilots) and the Company have the right to terminate arrangements made on your behalf, in which case the Company's responsibility to you ceases immediately and there can be no refunds, no payment of compensation and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse the Company for any expenses whatsoever it incurs as a result of your behaviour. In this case your contract with Oscar Travel will end immediately and we will no longer be responsible for you.

12. Supplier's Conditions:

Please note that, as between you and any of the suppliers whose services form part of your booking, the suppliers' standard terms and conditions will apply. This is particularly important in the case of "other holiday arrangements" where the company acts only as a booking agent between you and the relevant suppliers. The suppliers' standard conditions may limit or exclude liability, often in accordance with international conventions. Copies of these conditions may be requested in writing, but up to 28 days must be allowed for delivery.

13. Flights:

Please note that a flight described as "direct" will not necessarily be non-stop. All departure/arrival times are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. The Company is not liable if there is any change to a departure/ arrival time previously given to you or shown on your

ticket. It is for this reason that all clients are advised to reconfirm their flights, with the airline, 72 hours prior to departure. The Company is also unable to make any special arrangements for you if you are delayed; these matters are in the sole discretion of the airline concerned. Your ticket is your document of travel and the information on the ticket is deemed correct unless advised by you within 72 hours of departure. All prices shown are subject to availability.

14. Special Requests:

If you have any special requests, these will be passed on to the relevant supplier but cannot be guaranteed by the Company.

15. Financial Security:

To ensure that you would be refunded and/or repatriated in the unlikely event of the Company's insolvency the Company is licensed and bonded. It is licensed by the Commission for Aviation Regulation, 3rd floor, Alexandra House, Earlsfort Terrace, Dublin 2. This ensures that monies paid to Oscar Travel. trading as Oscar Travel are secure.

16. Departure Taxes:

It is not always possible to include all departure taxes on your ticket - in some cases departure taxes must be paid locally and these are payable to the Government of the country departed and are non-refundable.

17. Pre Travel Advice:

If you are unsure about conditions at your destination you should call the Department of Foreign Affairs, Stephens Green, Dublin 2 or check relevant Internet site, or BBC (Ceefax) page 470 or www.fco.gov.uk

18. Unaccompanied Children Under 16.

Children on an Aer Lingus flights between 12-16 years of age may travel alone. A child under 12 must be accompanied by an adult over 16 years of age. Rules may vary for other airlines. It is essential that you speak to one of our sales consultants for exact information on the airline your children are travelling on.

19. Delivery of Travel Documents.

The Company recommend you choose the express delivery option to ensure the shortest ticket delivery time. If you choose Regular delivery, and tickets do not arrive before the departure date, The Company accept no responsibility for any subsequent additional costs or charges

required in order to enable you to travel.

20. Insurance

Oscar Travel strongly urges you to carry appropriate travel insurance to cover you for cancellation, health, baggage etc.

21. Liability

As Oscar Travel acts as agent for flight bookings this will mean that it will have no contractual liability to you in respect of the flight product. However, it may still be liable to you if it has been negligent; it has misrepresented important information or has been in breach of any other relevant law. In relation to hotel accommodation bookings and without prejudice to paragraph 1 hereof, in the event that we are found liable on any basis whatsoever in relation to your booking our maximum liability to you if Oscar Travel . is found to have been at fault in relation to any service that Oscar Travel . provide as your agent (as opposed to any service provided by the accommodation provider for whom Oscar Travel. is not responsible) is limited to the cost of the booking in question.

We do not exclude or limit liability for death or personal injury that arises as a result of our negligent act or omission or our employees whilst acting in the course of their employment. We shall not be liable for any indirect, special or consequential loss, including economic loss, which term shall include loss of profits, loss of use of profits, business, revenue, and goodwill or anticipated savings.

22. Indemnification

You will at all times save us harmless and keep us fully indemnified from and against any actions, claims, proceedings, losses, costs, expenses and demands (including costs and expenses in defending such matter and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by you or by any of the people you booked on behalf of, of any of the provisions of these Terms & Conditions.

When you book through us, you accept responsibility for the proper conduct of yourself and the other people on your booking during your stay. We and/or the provider reserves the right at any time to terminate your stay and that of any member of your party due to your or their misconduct, where justified in our reasonable opinion and/or the accommodation provider. Full

cancellation charges will apply and no refund will be given. Furthermore, neither we, nor the accommodation provider shall be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay being terminated. If your actions or those of any member of your party cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider for the cost of the damage before you end your stay. You also agree to indemnify us against any claim (including legal costs) made against us as a result.