

O'DONOGHUE MUSIC AND TOURS, INC. TERMS AND CONDITIONS

Deposit: O'Donoghue Tours accepts credit cards (charges will incur a processing fee of 3.5%), cashier's check or personal check drawn on U.S. Banks for deposits and final payment. Credit card user is required to print out a credit card reservation form which will include signature, credit card number and billing address and scan or mail to O'Donoghue Tours. Once a reservation has been made, the credit card will be charged the deposit amount listed on brochure, **\$500.00 of which is non-refundable**. Your deposit acknowledges the fact that you have read, understand, and agree to O'Donoghue Tours Terms and Conditions, and authorize O'Donoghue Tours to charge your credit card for the deposit and/or full payment for the booking. Those using a personal check for payment will also print out reservation form, fill out and scan or mail to O'Donoghue Tours. Reservation will be confirmed 20 days after receipt of check or when check has cleared account. All returned checks subject to \$50 fee.

Payment Conditions: The credit card holder must be one of the travelers. If a third party is paying for the travel, if multiple parties are paying for travel, or the cardholder resides outside of the United States, a signed O'Donoghue Tours credit card payment form will need to be sent directly to O'Donoghue Tours authorizing payment. Any revisions to the reservation made after this request are subject to a minimum \$50 per person fee.

Final Payment: Final payment will be automatically charged to the credit card on file 90 days prior to departure. If an alternate form of payment is to be used, other than the credit card on file, you must advise O'Donoghue Tours at time of reservation. For bookings made 90 days or less prior to departure from the U.S. we must have full payment in our office within 24 hours of the booking date or the booking will auto cancel.

Cancellation Fee: Deposit amount per person 90 days or more prior to travel, 50% of tour price between 31 and 89 days prior to travel, 75% of tour price between 15 and 30 days prior to travel and non-refundable for any cancellation 14 days or less prior to departure. (All refunds are less any bank fees incurred by O'Donoghue Tours.)

Reservation Restrictions: Any person who is unable to travel independently or who needs any type of assistance must be accompanied by a companion who is able to provide the required assistance. As our coaches are not equipped with wheelchair ramps. All tour members must be able to mount 3 or 4 steps into coach. O'Donoghue Tours is not responsible for denial of services by any of our suppliers.

Tour Membership: To promote an enriching travel experience, O'Donoghue Tours reserves the right to remove anyone whose conduct is incompatible with the interest of the tour group or is disruptive to the tour or time schedule or is adversely affecting the overall group dynamics. Passenger will not be eligible for a refund.

Photography: Photographs are taken on each tour and may be added to our website or promotional material. Please let us know if you would prefer not to have your photograph taken. **Video:** Recording of Harry's impromptu performances is for personal use only and may not be posted on social media.

Hotels: O'Donoghue Tours pricing is based on two persons traveling and sharing a room with private facilities. Single supplement as advertised in brochure will apply to those traveling alone and are limited. If single travelers wish to share accommodation and take advantage of the share cost price, every effort will be made to find a suitable roommate. Categories assigned to hotels are opinion of the tour operator and the Irish Hotels Federation and are based on location and facilities among other criteria. The right is reserved to substitute hotels of similar category when necessary. Space is subject to availability. Rooms are assigned on a run-of-the-house basis by hotel management upon check in. Hotel taxes and service charges as imposed by local governments are included.

Meals: Meals are provided as specified in tour brochure. Dinners in hotels are on a table d'hôte basis.

Visits, Entertainment and Other Features: O'Donoghue Tours reserves the right to make changes in the itinerary, substitute visits, entertainment and other features when establishments are closed or cannot be visited for reasons beyond our control. Entrance fees to historic sites, museums and places of interest are included if these visits are listed in tour brochure.

Not Included: Any items of a personal nature including but not limited to: phone calls, tips, laundry, beverages, meals not stated, taxi and bus fares, passport and visa fees. Air transportation to and from Ireland is not included. The Tour begins and ends in the locations specified in tour brochure.

Prices: O'Donoghue Tours reserves the right to adjust prices according to exchange rate fluctuations, any increase in vendor rates or if we have less than 20 tour members. (Tour price is based on 20 tour members.) All prices quoted are in U.S. Dollars

Children: Children under 18 are not permitted to travel without an adult.

Passports/Visas: It is the sole responsibility of each passenger to obtain and carry with them a current signed passport. It will need to be valid for at least six months from the date of entry to a foreign country.

Luggage: Luggage is carried at owners risk throughout the tour. Handling of **one piece of luggage per person** is included in the cost of the tour. This piece must not exceed 62 linear inches nor weigh more than 44 lbs. Cameras and other hand luggage containing personal documents or valuables are entirely in the care of the owner.

Responsibility: O'Donoghue Tours and/or its agents act only as booking agents for, tourist boards, hotels, sightseeing vendors, and/or any other service in connection with the itineraries of group travelers. Every reservation is accepted subject to the terms and conditions of the suppliers. O'Donoghue Tours shall not be liable for injury, damage, loss, accident, delay, irregularity, liability or expense to person or property due to an act or default by any company or person providing or rendering services included in the tour. O'Donoghue Tours and/or its agents accept no responsibility for any sickness, pilferage, labor dispute, machinery breakdown, government restraint, act of God, war, terrorism, weather condition, defect in vehicle or transportation or for any misadventure or casualty or any other circumstances beyond their control. O'Donoghue Tours cannot be held responsible for variations in length or content of sightseeing. O'Donoghue Tour visits may involve steep steps, uneven walkways, hills, cliff walks, muddy fields, cave visits and the like. It is the sole responsibility of the Tour member to determine their own physical abilities and whether to engage in these activities. Should a tour member need to leave the tour due to illness or injury, all arrangements, financial and practical, are the responsibility of that tour member.

Travel/Health/Baggage Insurance: All participants are **strongly urged** to obtain trip cancellation insurance. In case your health insurance does not cover you outside the United States you may opt to purchase travel accident and optional sickness coverage.

Force Majeure: We and our Suppliers assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our or our Suppliers' exclusive control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the tour, acts of God, acts of government, war, terrorist acts, riots, disaster, weather extremes, or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel.

O'Donoghue Tours reserves the right to cancel a tour at any time for any reason and its liability shall be limited to a refund of only those monies it has received from or on behalf of the participant. If the participant has purchased air travel it is his/her own responsibility to become familiar with the penalties and restrictions of the ticket in the event of a cancellation or date change by O'Donoghue Tours.

These policies have the force and effect of a binding contract between the traveler and O'Donoghue Tours and by proceeding with a reservation and paying a deposit the traveler signifies his/her agreement to be bound by these policies. If a disagreement arises concerning payment or refund obligations the parties agree to negotiate in good faith to resolve such disagreements. In the event that litigation arises, the traveler agrees that the sole and exclusive location for any such lawsuit will be in a court of competent jurisdiction in Chatham County, Georgia.

O'Donoghue Music and Tours, Inc.

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