

## TERMS & CONDITIONS

The websites [www.delphi resort.com](http://www.delphi resort.com) and [www.wildatlantichostel.com](http://www.wildatlantichostel.com) (and, if applicable, any associated apps) (“the Websites”) are operated and controlled by Delphi Outdoors Limited, company number 524437, trading as Delphi Resort, with a registered address at Leenane, Connemara, Co. Galway, Ireland. There are certain terms and conditions we would like to draw your attention to. By using the Websites and/or availing of our services (including making your booking by phone with us), you acknowledge that you understand and agree to these terms and conditions. These terms and conditions bind you and all members of your party and you shall be responsible and liable for any failure on their part to comply.

### BOOKINGS & CANCELLATION POLICY FOR DELPHI RESORT

#### 1. All accommodation bookings except package bookings and advance purchases

**Confirmations** Delphi Resort requires your credit card details at the time of booking for authorisation purposes. Your credit card will not be charged at this time. The total amount of your booking and any additional charges accrued during your stay will be payable on departure. **Twin/ Double Bed Types** When booking any of the following: Double Rooms, Loft Rooms, Luxury Suites and Two Bedroom Suites, please specify in the special requirements if you would like a twin (two single beds) or a double (one double bed) room.

**Cancellation** For cancellations made more than two days before your arrival date any non-refundable deposits you may have paid for add-on services (see “add-on services” below which have a separate non-refundable deposit and cancellation policy) will be retained. For cancellations made within two days of your arrival date, or in the event of a no-show, the first night’s stay together with any non-refundable deposits you may have paid for add-on services will be deducted from your card and retained. To CANCEL your booking, you must cancel the booking directly online through the confirmation email that you receive shortly after booking or alternatively contact the hotel’s reservations department to confirm your cancellation. **Add-on services** You may choose to “Enhance Your Stay” after selecting your accommodation on the website. By enhancing your stay with any add-on/s (for example spa or activities), you are provisionally booking these services. Your card will not be charged for these services at this time. However, to secure your activities/spa treatments (by selecting options and choosing dates/times), you must call our Reservations Team on +353 (0)95 42208 at least fourteen days in advance of your arrival date. Bookings are also accepted within fourteen days of arrival but places may be limited or unavailable depending on demand. Once you secure your activities/spa treatments, the Spa and Activity Booking Policies apply (which deal with non-refundable deposits and cancellations) and they can be found in section 3 and section 4 below.

#### 2. Packages (to include spa treatments and/or activities and/or event tickets package bookings) and advance purchases

**Deposits/Confirmations** Unless stated otherwise on your booking journey or booking confirmation, we do not charge a deposit for packages. If a deposit is referenced on your booking journey or booking confirmation it is non-refundable. For advance purchases, Delphi Resort will charge your credit card with, a non-refundable payment amounting to 100% of your total booking. Any additional charges accrued during your stay will be payable on departure. **Twin/ Double Bed Types** When booking any of the following: Double Rooms, Loft Rooms, Luxury Suites and Two Bedroom Suites, please specify in the special

requirements if you would like a twin (two single beds) or a double (one double bed) room. **Cancellation** If you have selected an advance purchase package the purchase price deposit is non-refundable and no cancellation policy applies. For all other packages, where cancellations are made more than five days before your arrival date, there is no cancellation charge. However, if you have paid a non-refundable deposit (including for add-on services such as for activities or spa, which each have their own non-refundable deposit and cancellation policy – see below) the non-refundable deposit(s) you may have paid are retained. For cancellations made within five days of your arrival date, or in the event of a no-show, the full balance of the package booked will be deducted from your card and retained. To CANCEL your booking, you must cancel the booking directly online through the confirmation email that you receive shortly after booking or alternatively contact the hotel's reservations department to confirm your cancellation. **Add-on services** You may choose to "Enhance Your Stay" after selecting your accommodation on the website. By enhancing your stay with any add-on/s (for example spa or activities), you are provisionally booking these services. Your card will not be charged for these services at this time. However, to secure your activities/spa treatments (by selecting options and choosing dates/times), you must call our Reservations Team on +353 (0)95 42208 at least fourteen days in advance of your arrival date. Bookings are also accepted within fourteen days of arrival but places may be limited or unavailable depending on demand. Once you secure your activities/spa treatments, the Spa and Activity Booking Policies apply (which deal with non-refundable deposits and cancellations) and they can be found in section 3 and section 4 below.

### 3. Activity bookings

Please note that by making this booking you agree to all the Terms and Conditions outlined here:

In order to make a booking online and to secure your reservations, we require a 50% **non-refundable** deposit for all activities booked.

The remainder of the cost must be paid at reception prior to participating in the activity.

Activities are subject to only run with minimum booking numbers of group sizes. **A minimum of four or more people for land-based activities and six or more for water based.** If you make a booking for a group number that does not make up these minimum numbers and if no other participants book the remaining place within 12 hours of the scheduled activity, we reserve the right to cancel the session and, at our discretion provide you with an alternative activity or credit payment made for the activity with a voucher for use at Delphi Resort or offer a refund.

Cancellations made within 5 days of the activity's commencement will be charged for in full.

You must notify staff of medical conditions, prior injuries, other physical or behavioural conditions that may impact on safe participation in an activity

We reserve the right to preclude any person from participating in activities where safety considerations or risks, medical conditions or other physical ailments exist which may put the safety of you or others at risk

For group bookings, if you turn up with fewer people than you booked for then you will lose the payment for the no-shows.

We reserve the right to cancel or vary any activities where this becomes necessary due to circumstances beyond our control. In the unlikely event of cancellation of any activity by us, we will, at our discretion offer an alternative activity, credit payment made for the activity with a voucher for use at Delphi Resort or offer a refund.

Since the rough terrain and physical nature of our activities does incur a risk of injury you should be aware that participation in all activities is entirely at your own risk.

We do not accept responsibility or liability for any injury, loss or damage howsoever arising whether caused by your own actions or the actions of others. All participants are recommended to have adequate personal accident insurance in place for all such activities/pursuits.

Will not be held responsible for any theft or loss of your property while you are at Delphi Resort. All valuable items should be left at home and all vehicles should be locked and secured. Use of the car park is entirely at your own risk and Delphi Resort and staff accept no responsibility for theft, loss or damage howsoever arising to vehicles, persons or property whilst on the premises.

We hope all our guests have a very enjoyable time at Delphi Resort. To ensure everyone benefits to the maximum by making a payment you agree to the following;

- To abstain from any alcoholic drinks before or during any adventure activities
- To listen and adhere to any safety requests from your instructors.
- Not to partake in or possess any illegal drugs or any mind-altering substances whilst on the premises or grounds of Delphi Resort.

The participant understands and acknowledges the dangers associated with consumption of alcohol, drugs and mind altering substances before or during a Delphi Resort activity. The participant agrees not to consume these substances and accepts full responsibility for injury, loss or damage associated with any such consumption.

Delphi staff reserve the right to remove any participant from an activity who does not conform to a safety request by their instructor. There will be no refund if this occurs.

Delphi Resort is a non-smoking resort. We do not permit e-cigarettes in the buildings or within the immediate confines of the buildings.

Health, weight and height restrictions apply to some activities. Details of these restrictions are detailed in the itinerary of the individual activity.

With the Go Bridge Swing and other Go Zip Forest Park activities, your jump is scheduled as part of a group, so you will be waiting around for a certain period of time and are to remain patient and listen to carefully to the instruction.

There are NO REFUNDS if you or a member of your party decide while on session that you do not want to participate in the activity.

The Family Rate on activities means that you, as a family will be doing the activities together. The Family Rate is for up to 2 Adults and a minimum of 2 children

Adults and Children are responsible for keeping safe their own possessions (i.e. clothes, phones, cameras, etc). Children have to make sure they take all their possessions with them on departure from the resort.

Delphi Resort has an excellent safety record, to ensure this continues we reserve the right to remove any uncontrollable participant(s) from adventure activities.

All damage to the property must be paid for.

You must notify staff of medical conditions, prior injuries, other physical or behavioural conditions that may impact on safe participation on an activity. We reserve the right to preclude any person from participating in activities where safety considerations or risks, medical conditions or other physical ailments exist which may put the safety of you or others at risk. If you are booking an activity as an add-on to your package please refer to sections 1 and 2 above for information in respect of the booking process for add-on services.

**Cancellation** For all activity cancellations the 50% deposit will be retained and is non-refundable. To CANCEL your booking you must cancel the booking directly online through the confirmation email that you receive shortly after booking or alternatively contact the hotel's reservations department to confirm your cancellation.

#### 4. Spa treatment bookings

Spa treatments do not require a deposit at the time of booking but should be booked at least fourteen days in advance to avoid disappointment. Bookings are also accepted within fourteen days of arrival but treatments may be limited or unavailable depending on demand. Once a treatment is booked, a 48 hour cancellation policy applies. Treatment bookings cancelled within 48 hours of when the treatment is due to take place, will incur a charge of 100%. Bookings can be made by calling the Spa on +353 (0)95 42106. Late arrivals may result in missed treatments. Treatments will commence at the time of scheduling and will finish at the time specified upon scheduling. **The Thermal Suite** All 1hr spa treatments include 1 hour complimentary Thermal Suite use – please arrive 1 hour before your treatment appointment. Residents can enjoy the benefits of our Thermal Suite facilities for €15 per person per hour, non-resident visitors for €30 per person per hour.

#### 5. Vouchers

Electronic Voucher Terms: -You will receive an email to confirm your voucher purchase. This is your voucher and should be printed and presented at the property to redeem. The total value of your gift voucher purchase will be debited from your card at time of purchase. -If the voucher is a gift to someone, you may enter a recipient name and message. You should then pass the printed email voucher to the recipient. To purchase a voucher you must enter the details of a valid credit or charge card legally held by you. The security code of the card must also be entered. Card details will be validated prior to the transaction being confirmed and the

voucher email being issued. -All successful online transactions are confirmed to the purchaser by email. Each purchase is given a unique transaction reference. Please use this reference if you need to communicate with Delphi Resort regarding any purchase. -Delphi Resort accepts no responsibility for vouchers that are lost or mislaid. -Vouchers may be used for more than one transaction unless otherwise stated on the voucher description. Cash refunds are not permitted. -Vouchers may not be redeemed for cash. -Voucher email must be presented on arrival at property. -Vouchers that have been altered or damaged in any way will not be accepted. -Vouchers with limited or specified availability i.e. midweek only will only be accepted where they are valid and apply to the given stay. -The voucher purchase price is inclusive of local taxes. -Where a transaction exceeds 750 in the local currency, Delphi Resort reserves the right in the interests of security to contact the purchaser and request further verification prior to the issuing of vouchers. -Monetary vouchers can be exchanged for Delphi Resort goods or services however specific vouchers must be used for the purpose intended as is stated on the voucher description. -Voucher can be used as full or part payment. No change will be given. -Any remaining balance can be left on the card and spent on future purchases unless the voucher was purchased before 2 December 2019 and the voucher states "Voucher must be used as full payment". -Vouchers are non-transferable and may not be resold or bartered. -Gift voucher packages are subject to offer availability. -All bookings are subject to availability. Where a voucher is purchased after 2 December 2019 and constitutes a gift voucher falling within the remit of the Consumer Protection (Gift Vouchers) Act 2019, it will expire after 5 years (or longer if the gift voucher specifies a longer duration than 5 years). Delphi Resort booking terms & conditions apply. Postal Voucher Terms: -Vouchers will be issued within 24 hours of receipt of payment, but please allow up to seven working days for delivery. -The total value of your gift voucher purchase will be debited from your card at time of purchase. -Only one mailing address can be selected per transaction. -Our administration services are closed for public holidays. This may briefly delay the issue of vouchers. -To purchase a voucher you must enter the details of a valid credit or charge card legally held by you. The security code of the card must also be entered. Card details will be validated prior to the transaction being confirmed and the voucher(s) being issued. -All successful online transactions are confirmed to the purchaser by email. Each purchase is given a unique transaction reference. Please use this reference if you need to communicate with Delphi Resort regarding any purchase. -Delphi Resort accepts no responsibility for vouchers that are lost or mislaid. -Vouchers are valid only when signed by an authorised signatory and validated with the stamp of the Delphi Resort. -Vouchers may be used for more than one transaction. Cash refunds are not permitted. -Vouchers may not be redeemed for cash. -Vouchers must be presented on arrival at property. -Vouchers that have been altered or damaged in any way will not be accepted. -Vouchers with limited or specified availability i.e. midweek only will only be accepted where they are valid and apply to the given stay. -The voucher purchase price is inclusive of local taxes. -Where a transaction exceeds 750 in the local currency, Delphi Resort reserves the right in the interests of security to contact the purchaser and request further verification prior to the issuing of vouchers. - Monetary vouchers can be exchanged for Delphi Resort goods or services however specific vouchers must be used for the purpose intended as is stated on the voucher description. - Voucher can be used as full or part payment. No change will be given. -Any remaining balance can be left on the card and spent on future purchases unless the voucher was purchased before 2 December 2019 and the voucher states "Voucher must be used as full payment". -Vouchers are non transferable and may not be resold or bartered. -Gift voucher packages are subject to offer availability. -All bookings are subject to availability. Where a voucher is purchased after 2 December 2019 and constitutes a gift voucher falling within the remit of the Consumer Protection (Gift Vouchers) Act 2019, it will expire after 5 years (or

longer if the gift voucher specifies a longer duration than 5 years). Delphi Resort booking terms & conditions apply.

## **GENERAL RULES**

**Activities & Facilities** We recommend that, where possible, you pre-book any activities or spa treatments. If you would like to book spa treatments/activities, or if they are part of your package, please call Delphi Resort at the details set out below to reserve your times – for spa treatments and activities we recommend you reserve at least fourteen days in advance to avoid disappointment. Bookings are also accepted within fourteen days of arrival but places may be limited or unavailable depending on demand. Please note that all facilities and activities we offer are subject to availability, are run on a schedule throughout the year and are based on demand/minimum numbers. We operate on a “first come – first served” policy so we cannot guarantee that you will be able to book a particular facility/activity for a specific time or at all. Activities that take place outdoors are provided subject to appropriate weather conditions prevailing at the time the activity is to take place. During winter months the schedule of water-based activities may be limited. You must ensure that any activity or facility selected by any member of your party is suitable for those who are taking part. Activities run on a day-to-day schedule and are subject to minimum numbers. If minimum numbers are not met for individual activities, Delphi Resort reserves the right to cancel said activities. If an activity is cancelled by Delphi Resort for not meeting minimum numbers, in its discretion Delphi Resort will offer an alternative activity. Where Delphi Resort cannot provide a suitable alternative activity (in Delphi Resort’s reasonable opinion) Delphi Resort will credit payment made for the activity with a voucher for use at Delphi Resort or, in its discretion, offer a refund. For some activities, you will need a complete change of clothes with you. You must notify staff of any medical conditions or special requirements prior to commencement of the activity. Late arrivals may result in missed activities. Do not bring any items of value with you on the day as Delphi Resort will not take responsibility for any such items. Participants who are under the influence of alcohol or mind-altering substances prior to commencement of activities will not be permitted to participate in activities and will be charged in full.

**Changing your booking** Subject to the applicable cancellation policy, you may change your booking with us for any reason, provided the change is made within a reasonable time period before your start date (and doesn’t include a package where event tickets have been included in that package). Each change is subject to availability and approval. Please note that any change of date, will be likely to involve a change in price of your break.

**Cancellations by us.** We have the right, in our sole discretion, to refuse to confirm any reservation. Delphi Resort reserves the right to alter the accommodation or booking to be provided to you (or other terms relating to the booking including activities), provided that such alteration does not (in Delphi Resort’s reasonable opinion) materially affect the booking. In such circumstances, Delphi Resort, in its discretion, reserves the right to credit payment made for any cancelled booking by means of a voucher or offer a refund. We reserve the right, in our sole discretion, to cancel without refund or compensation any booking made by you, refuse you and your party entry or request that you and your party leave if we have reason to believe you or a member of your party has breached any of these terms and conditions.

**Refunds** Credit and debit card payments will be refunded via the same card number or to the relevant travel agent less any non-refundable deposit and any other non-refundable amounts.

**Confirming your booking and payment** We will send you, either electronically or by post, a confirmation showing the price for your break and any additional charges. Please check the details of your confirmation carefully. If any of the details are incorrect, or changed, especially your address, you must inform our Reservations Team as soon as possible. You must also ensure that you pay any amount required in accordance with the confirmation payment schedule.

**Price, check-in and departure** The most up to date prices for accommodation and activities are shown on the Websites. Any prices shown on the Websites or other communications are subject to regular review and may change. The agreed price for your break will be quoted when you make a reservation (by paying the required non-refundable deposit amount to secure your booking) and will be shown on your confirmation. This price includes (i) use of your accommodation for the maximum number of guests we indicate; and (ii) any other amenities or services described as included in the price of your break in the information provided to you.

**Photographs in promotional material are for guidance only.** We do our best to ensure that published information is correct when it goes to press. Please refer to the Websites ([www.delphiadventureresort.com](http://www.delphiadventureresort.com) and [www.wildatlantichostel.com](http://www.wildatlantichostel.com)) for the most up-to-date information where possible. You may check-in from 4pm on your arrival date. Check-out time is 12pm at the latest on your day of departure. You are welcome to continue to enjoy the facilities on the resort throughout your day of departure.

**Whilst here** Food, beverages and other supplies described in menus and other communications are provided subject to availability and are not guaranteed.

**Your Party.** You shall be responsible and liable for any failure on the part of any party forming part of your booking to comply with these terms and conditions. Behaviour should be in keeping with a family environment and should not be excessive, noisy or disruptive especially at night. Offensive or illegal behaviour will not be tolerated, and we may ask you and your party to leave without refund if we consider your conduct inappropriate or likely to harm or impair the enjoyment of other guests. You must inform us in advance if any member of your party has an infectious or contagious medical condition and we have the right to refuse the booking. There must be at least one responsible adult in every accommodation unit forming part for your booking.

**Compensation payable by you.** You agree that we have the right to recover from you, whether by credit/debit card or otherwise, the costs of any property or accommodation damage; any compensation we may pay to others; and/or any other costs or fees we may incur resulting from you or any member of your party's action or inaction and/or from any breach of these terms and conditions.

**Wireless internet (WIFI) access, where available, is not guaranteed.** Due to our remote mountainous location WIFI is limited and often unavailable. We have limited to no mobile phone coverage at Delphi Resort.

**Maintenance.** As we continuously improve our facilities you may find that: (i) new facilities are on offer; (ii) listed facilities are temporarily closed for maintenance and/or improvement; (iii) some facilities and/or accommodation units have been altered, replaced or closed; (iv) there is development or refurbishment work going on in certain areas; and/or (v) maintenance work or housekeeping tasks are undertaken in and around your accommodation during your stay. In such circumstances we try to minimise any inconvenience.

**Photography** We regularly take photographs and videos for promotional and training purposes and we occasionally receive requests from TV or other companies to film/photograph onsite. Please be aware that filming may be in progress during your break. Should you not wish to appear in any such material, please notify us on or before your arrival. Only non-intrusive photography of your own party and friends is permitted and you may not carry out photography for commercial purposes or publication.

**Accuracy** Rates quoted are subject to availability and alteration. All discounted rates quoted are limited offers and are similarly subject to availability, a minimum number of nights stay, and a certain number of sharing guests. While every effort has been made to ensure the accuracy of all information presented on the website, Delphi Resort does not accept liability for any errors or omissions and reserves the right to change information of listed features and products at their discretion. Rates are quoted and charged in Euro are inclusive of VAT at the current rate unless otherwise stated. Alternative currency rates are indicative only, are based on current exchange rates and are subject to fluctuation.

**Links to Third Party Websites** Links that feature on the Websites are links to other third party sites. By providing these links we are not endorsing or recommending such sites or the services or material provided by them. We therefore accept no responsibility for the materials, services or other situations at or related to or from any other website.

**Security.** We may conduct security searches of clothing, bags, property and vehicles as determined by us in our reasonable discretion if we reasonably believe this is required to protect the safety of others. It is our policy to investigate any incident or allegation of concern or refer the matter to an appropriate external organisation should we consider this necessary or appropriate. A copy of our Child Safeguarding Statement is available on request. CCTV is used by us in public areas for security purposes, to ensure the safety of others and to prevent crime.

**Liability Disclaimer** While every reasonable effort has been made to ensure accuracy of information, the content of the Websites may include technical, typographical or content errors. Therefore, it is important to refer to the disclaimers in these terms and conditions before using the Websites and our services. To the extent permitted by applicable law, Delphi Resort expressly excludes:

All conditions, warranties and other terms which might otherwise be implied by law.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Websites or in connection with the use, inability to use, or results of the use of the Websites, any websites linked to them and any materials posted on them, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill; and

for any other loss or damage of any kind, however it arises and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Delphi Resort does not exclude liability for death or personal injury arising from its negligence, fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law. In all cases, except personal injury or death arising from our negligence or any other liability which cannot be excluded or limited by law, our liability to you for the total of all claims arising out of your booking is limited to the cost of your booking.

Delphi Resort will not be in breach of these terms and conditions or otherwise liable or responsible for any loss or damage, change to or delay or failure to perform, any of its obligations where such loss, delay, change or failure to perform is caused by circumstances outside Delphi Resort's reasonable control including, without limitation (a) adverse weather conditions or acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, imposition of sanctions, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction or prohibition; (f) collapse of buildings, fire, explosion or accident (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) non-performance by suppliers or subcontractors; and (i) interruption or failure of utility service.

**Warranty Disclaimer** The content of the Websites is provided "as is" without warranties of any kind, implied or expressed, statutory or otherwise, including without limitation, the warranties of merchantability or fitness for a particular purpose. Delphi Resort also does not warrant the accuracy or completeness of the information, links or graphics found thereon. Delphi Resort may make changes to the content or policies at any time without prior notice.

**General** We reserve the right to amend these terms and conditions at our discretion, without notice to you. The changes will become binding on you from the date of posting the changes so please ensure to regularly familiarise yourself with the contents of these terms. You may only use the Websites for lawful purposes and you must not use the Websites in any way that is unlawful or fraudulent. We are the owner or the licensee of all intellectual property rights in the Websites, and in the material they contain. You agree not to reproduce, duplicate, copy or re-sell any part of the Websites unless permitted by applicable law. You may link to the Websites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not however establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw this linking permission without notice. We have the right to increase or decrease prices in line with any change in VAT or other duties or taxes levied on

your trip as a result of a change in applicable laws. If any term within these terms and conditions is found to be invalid, illegal or otherwise unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions. For information on how we use your personal information please see our Privacy Policy. Irish Law governs these terms and conditions and the courts have Ireland have exclusive jurisdiction in respect of all matters arising there from.

**Contact Us** Any assistance you require or concerns should be brought to our attention immediately to a member of staff or to our Reservations Team.

**Delphi Resort** Phone: +353 (0)95 42208 (Reservations); Spa +353 (0)95 42106 (Spa) or email [bookings@delphiresort.com](mailto:bookings@delphiresort.com)