

Terms & Conditions of business

(for businesses to include travel agencies, tour operators & schools)

1. Definitions:-

For the purpose of these Terms and Conditions:-

“the Business”, “we”, “our” or “us” refers to HFDI LTD whose registered address is 20 Ormond Close, Swords, Co. Dublin

“Client”, “you” or “your” refers to refers to the company, firm, body, agency, school, organisation, partnership or individual contracting with the Business to undertake service(s) on its/their behalf or on behalf of the individuals whom they represent.

“Host”. “host family” or “host families” means any person(s) who offers accommodation and/or food for payment to a Client.

“Contract” means the contract for the supply of Services to the Client by the Business governed by the Terms and Conditions as set out hereunder.

“Terms and Conditions” means the standard terms and conditions of sale set out in this document and (unless the context requires otherwise) includes any special terms and conditions agreed in writing between the Business and the Client.

“Order” means a confirmed request by you for our Services.

“Services” includes but is not limited to the following:- identifying suitable Host Families based on the information provided to us by the Client; placing of Clients with Host Families in the Republic of Ireland; being a point of contact for Clients once placement with the Host Family has occurred; collecting the accommodation fees charged by the Host Families from the Clients & forwarding same to the Host Families.

“Confidential information” means information (in any format), which is confidential, either to you or to us and which either you disclose to us or we disclose to you in connection with the Services.

1.1 These conditions apply to your use of the Services. Any breach by you of these Terms and Conditions shall entitle us to terminate or suspend your rights to use the Services.

1.2 We reserve the right to change or alter these Terms and Conditions at any time and such changes will, unless otherwise stated, take immediate effect.

2. Eligibility and registration:-

2.1 You must be at least 18 years old to place an Order for the Services in your own name.

2.2 When you register with us, you also agree to provide accurate, up to date and complete information.

2.3 When you enter into this contract with us you agree that you will not contact host families directly with a view to engaging accommodation services directly with those host families to the exclusion of HFDI LTD either now or into the future and you agree to be bound by this clause and the terms of clause 8 below.

3. Disclaimer:-

- 3.1 The Business shall endeavour to ensure the suitability of any Host Family introduced to the Client by checking references and in order to maintain a high standard of service and integrity. However, we do not represent nor do we make any warranty, express or implied, as to the final suitability of any Host Family introduced to the Client. Ultimately the decision to avail of accommodation offered by the Host Family will be the decision of the Client. The Client hereby acknowledges that we rely wholly on the representations of both Clients and Host Families in that regard.
- 3.2 We are not responsible for the behaviour of the Host Family nor do we accept responsibility for any loss, theft, damage or injury suffered by the Client or the Client's property whilst in the care of the Host Family.
- 3.3 In the unlikely event that the Client encounters difficulties with the behaviour of the Host Family or the accommodation provided by the Host Family fails to meet reasonable standards, whilst not accepting any liability in relation to same as per clause 3.1. above, we will use our best endeavours to provide the Client with suitable alternative accommodation with another Host Family.
- 3.4 No data, written or otherwise obtained by you from us or by using our Services will create any warranty not specifically stated in these Terms and Conditions.

4. Indemnity:-

You agree to defend, indemnify, and hold harmless the Business, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Services or your breach of these Terms and Conditions. We shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim suit or proceeding.

5. Payment:-

- 5.1 A non-refundable booking fee (being 15% of the total invoice issued) shall be payable by the Client to the Business on receipt of our invoice.
- 5.2 On receipt of the 15% booking fee we shall book the Host Family.
- 5.3 The balance of this invoice is due once the Host Family booking confirmation is issued to you and **must be paid in full at least 14 clear days prior to the Client's arrival to the Host Family.**
- 5.4 **Method of payment:-** All payments due to the Business shall be discharged by way of electronic funds transfer (EFT). We will forward you the relevant bank account details.
- 5.5 **Failure of payment:-** If payment of any sum becomes overdue interest will accrue at a rate of 10% per annum on the unpaid portion of the bill. **The Business cannot guarantee the continued availability of a suitable Host Family in the event that payments are not discharged as they fall due.**

6. Cancellation policy:-

6.1 If the Client has to cancel the booking, you should do so by contacting the Business in writing at the earliest opportunity as cancellation fees will apply as set out hereunder.

6.2 The 15% booking deposit is non-refundable.

6.3 If, having paid the balance of our fees, the Client has to cancel the booking, the following refund of the balance of the fees paid will apply:

6.3.1 3 months prior to arrival date:- 90% refund;

6.3.2 2 months prior to arrival date:- 60% refund;

6.3.3 4 weeks prior to arrival date:- 50% refund;

6.3.4 2 weeks prior to arrival date:- 25% refund;

6.3.5 7 days prior to arrival date:- 10% refund;

6.3.6 less than 7 days prior to arrival date:- 0% refund

6.4 You will be refunded fees as set out above by electronic funds transfer to your nominated bank account.

7. Applicable law:-

7.1 Jurisdiction:

This Contract and these Conditions shall be governed by and construed in all respects (including the formation thereof and the performance thereunder) in accordance with the laws of the Republic of Ireland.

7.2 Enforcement of overall agreement:

If any term or provision of this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

7.3 Limitation of Liability:

The Business will be relieved of all liability in respect of obligations owed to the Client which we cannot fulfill for reasons beyond our control.

8. Entire Agreement:-

These Terms and Conditions, together with any other Terms and Conditions notified to you, accepted by you or to which you are bound by the use of any of our Services and constitute the entire agreement between you and us in relation to your use of our Service.

8. Restrictive Covenant:-

8.1 The Client hereby undertakes and agrees that the Client will not, without the prior written consent of the Business;

- 8.1.1 directly or indirectly in any capacity either on his/her/its own behalf or in conjunction with or on behalf of any person, firm, company, business, concern or enterprise contact the Host family in order to avail of services, to include accommodation services, which would otherwise be, in whole or in part, the services provided by the Business;
- 8.1.2 directly or indirectly in any capacity either on his/her/its own behalf or in conjunction with or on behalf of any other person, firm, company, business, concern or enterprise whatsoever;
- (a) canvass, solicit, approach or entice or endeavour to canvass, solicit, approach or entice away any Host or Host family from continuing to provide accommodation via the Business in order to engage the Host family to provide accommodation services directly or indirectly to the Client;
 - (b) interfere or seek to interfere or to take steps as may interfere with the continuance of accommodation services to the Business from any Host or Host family
- 8.1.3 In the event that any one of the restrictions set out in paragraphs (a) or (b) above is held to be unreasonable by reason of the area, duration or type or scope of the service covered by such covenant then effect will be given to such restriction in such reduced form as may be decided by any court of competent jurisdiction.

9. Data Protection:-

The Client hereby acknowledges that by entering into the Contract with the Business that the Client has read and accepts the terms of the Privacy Policy of the Business. We refer you specifically to our Privacy Policy which is available to view on our website: <http://www>.

We refer you specifically to our Privacy Policy which we have issued to you separately and which is also available to view on our website: <https://hostfamilydublinireland.ie/>

10 Storing Information in Electronic Format:-

The Client hereby agrees that the Business is not responsible for any loss of, or corruption of, information held by the Business by any off-site electronic storage service that we use. We will try to make sure that the company we use is reputable.

11. Complaints:-

In the event that you wish to make a complaint about any aspect of our Service(s), please send the complaint in writing to us and we will review it without delay and respond to you within 14 days.

12. Changes to Statement:-

We may update these terms and conditions from time to time and will publish such updated version on our website, as appropriate.