

## **Good Food Ireland® Terms of Use**

*Last Updated: March 1st, 2025*

Good Food Ireland® offers a platform to assist users in researching and booking travel experiences. Please note that we are not a travel or tour agency, nor do we operate or supply the experiences listed on our platform. When you make a booking through our services, you are entering into a direct agreement with an independent third-party supplier. These Terms of Use govern your access to and use of Good Food Ireland® services. We encourage you to review them carefully. By accessing or using any part of our services, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use.

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### **1. Introduction**

1.1 Good Food Marketing Ireland Limited, trading as Good Food Ireland®, with its registered office at Ballykelly House, Drinagh, Wexford, Ireland (Registered No. 427457), hereinafter referred to as "Good Food Ireland®," is the entity responsible for providing these services. The "Good Food Ireland®" brand is a registered trademark.

1.2 These Terms of Use, together with the Privacy and Cookies Statement (collectively referred to as the "Terms of Use"), outline the terms under which Good Food Ireland® and certain specified affiliates and subsidiaries ("Good Food Ireland®," "we," "us," "our") provide services (the "Services") via the Good Food Ireland® booking platform (the "Platform"). The Platform may be accessed through our websites ([www.goodfoodireland.ie](http://www.goodfoodireland.ie), [www.goodfoodirelandexperiences.com](http://www.goodfoodirelandexperiences.com)) and related domains, white-label and affiliate sites, mobile properties, and applications, collectively referred to as the "Website," as well as via telephone.

1.3 For the purposes of these Terms of Use, "you" refers to any individual who accesses or uses the Services. Good Food Ireland® is not a travel or tour agency, nor a supplier of tours, activities, or experiences. When you make a booking, you engage directly with third-party suppliers via the Platform.

1.4 These Terms of Use govern your relationship with us in connection with your use of the Services, including any bookings you make for tours, tickets, attractions, activities, and/or experiences (collectively referred to herein as "Experiences") advertised on the Website and provided by third-party suppliers (each referred to as a "Product").

1.5 By using or accessing the Services, making a booking for a Product ("Booking"), you acknowledge and agree to be bound by these Terms of Use without modification. Furthermore, you represent that you have read and fully understood these Terms of Use. In the case of a Booking, the individual making the Booking is deemed to have accepted these Terms of Use on behalf of all persons named in the Booking.

1.6 We reserve the right to update or modify these Terms of Use at any time. By continuing to access or use the Services after such changes, you signify your acceptance of the updated Terms of Use. The date of the most recent update to the Terms of Use will be noted at the top of this page, and the revised Terms will take effect upon posting.

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### **2. Use of the Services**

2.1 As a condition of your use of the Services, you represent and warrant that:

- (a) All information provided by you in connection with your use of the Services is accurate,

complete, current, and truthful.

- (b) You are at least 18 years of age.

2.2 Your use of the Services is permitted solely for personal, non-commercial purposes and to make legitimate bookings for the Products offered. You agree not to use the Services for any speculative, fraudulent, or false requests or bookings.

2.3 You further represent and warrant that:

- (a) You are not currently suspended or have not previously been banned by Good Food Ireland® from using the Services.
- (b) You are not acting on behalf of a competitor of Good Food Ireland®.
- (c) You have the full legal capacity and authority to enter into this binding agreement, and that doing so will not breach any other agreements to which you are a party.

2.4 We reserve the right, at our sole discretion, to deny access to the Services to any individual at any time and for any reason, including, but not limited to, violation of these Terms of Use.

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### **3. Electronic Communications**

3.1 By using the Good Food Ireland® Website or by sending emails, text messages, and other communications from your desktop or mobile device to us, you are engaging in electronic communication with us. You agree that we may communicate with you through various means, including but not limited to email. You have the option to unsubscribe from marketing-related emails by sending a request to [unsubscribe@goodfoodireland.ie](mailto:unsubscribe@goodfoodireland.ie). However, please note that we may continue to send you non-marketing messages, such as those related to any upcoming Bookings.

3.2 In the course of providing our Services, we may share information with our partner and member companies to keep you informed about special offers, products, and services that may be of interest to you. Such communications are typically sent via newsletters and marketing messages and are intended to help us understand your preferences better. This, in turn, allows us to tailor our services to better meet your needs and align them with the offerings of our partner and member companies.

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### **4. Links to Third-Party Websites**

4.1 The Website may contain hyperlinks to websites operated by parties other than Good Food Ireland® ("Third-Party Sites"). Such hyperlinks are provided for your reference only. Their presence on the Website does not signify any endorsement by Good Food Ireland® of the material on such Third-Party Sites nor any association with their operators.

4.2 We do not control Third-Party Sites and are not responsible for their contents, or the privacy or other practices of those that own and operate them.

4.3 It is your responsibility to ensure that whatever hyperlinks you select and/or software you download (whether from the Website or Third-Party Sites, and including Software, as defined in Section 8.2) are free of viruses or other harmful elements.

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### **5. Products and Booking Reservations**

5.1 Good Food Ireland® provides a platform that facilitates the entry into a contract between you and a third-party supplier of a product ("Supplier"). Good Food Ireland® does not act as a supplier of any products, and the contract for the supply of any product you book is exclusively between you

and the relevant Supplier.

5.2 In relation to each booking, Good Food Ireland® acts as a disclosed agent on behalf of the Supplier. This means that a product listing on the platform constitutes an invitation for you to make an offer to the Supplier, which Good Food Ireland® may accept or reject on behalf of the Supplier. These Terms of Use govern your use of the Services, which includes the platform through which you make such offers. However, the provision of the product you book will be subject to the terms and conditions outlined on the Website for the specific product, as well as any information provided during the booking process and the terms and conditions of the Supplier. If you have any questions regarding a product that may influence your decision to book, it is your responsibility to contact Good Food Ireland® prior to making a booking. Once a booking is made, you will be bound by the cancellation policy as outlined in the product listing.

5.3 By making a booking, you agree to review and be bound by the applicable Supplier's terms and any other relevant policies or rules. In the event of a conflict between the Supplier's terms and these Terms of Use with respect to your legal relationship with Good Food Ireland®, these Terms of Use shall take precedence. Your interactions with Suppliers are at your own risk. Good Food Ireland® shall not be held liable for any actions, omissions, representations, warranties, or negligence of any Supplier, or for any personal injury, death, property damage, or other loss arising from those interactions.

5.4 Good Food Ireland® is not a travel agency and does not own or operate any experiences.

5.5 By making a booking, you confirm that you are at least 18 years of age and have the legal authority to enter into a binding agreement, both with Good Food Ireland® and with the Supplier. You also agree that the information you provide is accurate and that bookings are made solely for yourself or on behalf of others for whom you are legally authorized to act.

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## **6. Modifications or Cancellations by You**

6.1 Once a product has been purchased, your booking cannot be modified or cancelled for a refund, unless otherwise specified in the applicable terms and conditions for that product. If you request changes to any aspect of your booking (including, but not limited to, pick-up location or time), you acknowledge that it is solely at the discretion of the applicable Supplier whether to accommodate such requests. It is your responsibility to be present at the meeting point at the time and date specified in your booking. In certain cases, the exact location and time will be communicated to you by the Supplier. It is your responsibility to review such communications promptly and be present at the meeting point at the specified time. Should you fail to arrive at the meeting point at the designated time, the Supplier may offer an alternative time or date. However, the Supplier is under no obligation to accommodate you, and your failure to attend at the scheduled time may result in your booking being categorised as a “no-show,” in which case no refund or rebooking will be provided.

6.2 The standard cancellation policy permits you to request changes to or cancel your booking up to 24 hours prior to the scheduled start time of the booking, unless a specific experience has its own cancellation policy.

6.3 All change requests will be processed by Good Food Ireland® subject to the availability and agreement of the applicable Supplier. Good Food Ireland® does not guarantee the success of any change request, and any request will only be considered successful if Good Food Ireland® confirms that the change has been accepted. If the Supplier is unable or unwilling to accommodate the change request, your eligibility for a refund (if any) will be governed by the cancellation terms of your booking.

6.4 No refunds will be provided once an experience has commenced, or for any portion of a product's package, accommodation, meals, or any other services that have already been utilised.

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## **7. Travel Insurance**

7.1 Good Food Ireland® strongly recommends that you obtain comprehensive travel insurance prior to departure to safeguard your Product purchase. In the event that you cancel your trip or significantly modify your travel dates, your travel insurance may cover cancellation fees and associated costs. We advise that you carefully review your travel insurance policy to understand the specific terms and conditions that apply.

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## **8. Our Liability**

8.1 Please review this section carefully.

8.2 The information, content, software, platform, and services provided through the Services may contain inaccuracies or errors, including with respect to reservation availability and pricing. Good Food Ireland® and affiliates do not guarantee the accuracy of any such information and disclaim all liability for errors or inaccuracies relating to the description of products and services, including, without limitation, pricing, availability, photographs, features, inclusions and exclusions, product descriptions, reviews, and ratings. Good Food Ireland® reserves the right to correct any pricing or availability errors and to cancel bookings made under incorrect pricing.

8.3 Suppliers are independent contractors, not agents or employees of Good Food Ireland®. Good Food Ireland® is not liable for any acts, errors, omissions, representations, warranties, breaches, negligence, or misconduct by any Supplier, or for any personal injury, death, property damage, or other losses resulting therefrom. Additionally, Good Food Ireland® will not be liable for any delays, cancellations, overbookings, force majeure events, or other causes beyond their control, nor for any additional expenses, omissions, delays, re-routing, or actions taken by government authorities.

8.4 In no event will Good Food Ireland® be liable for any direct, indirect, punitive, incidental, special, exemplary, or consequential damages, including but not limited to loss of data or information, or the costs incurred to procure substitute goods or services, arising out of or in connection with a product or booking, or your use of the Services, whether based on negligence, contract, tort, strict liability, or any other theory, even if Good Food Ireland® has been advised of the possibility of such damages.

8.5 If Good Food Ireland® is found liable for any loss or damage arising from your use of the Services, a booking, or a product, the total liability of the Good Food Ireland® shall not exceed, in the aggregate, the greater of (a) the amount paid to Good Food Ireland® in respect of the booking giving rise to the claim, or (b) one hundred euros.

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## **9. Indemnity**

9.1 You agree to indemnify, defend, and hold harmless Good Food Ireland®, its officers, directors, employees, agents, affiliates, and suppliers from and against any and all claims, losses, expenses, damages, and costs, including reasonable legal fees, arising from:

- (a) Your use of the Services.
- (b) Your violation of these Terms of Use.
- (c) Any dispute or claim with any third-party supplier, customer, or other users in relation to a

booking or Product.

9.2 This indemnification obligation will survive the termination or expiration of these Terms of Use.

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## **10. Privacy and Data Protection**

10.1 Good Food Ireland® is committed to respecting your privacy. Please refer to our Privacy and Cookies Statement for information on how we collect, use, and protect your personal data. By using our services, you consent to our use of your personal data as described in the Privacy and Cookies Statement.

10.2 In using the Services, you acknowledge that your data may be shared with third-party suppliers, where necessary to complete your bookings, as described in our Privacy and Cookies Statement. However, Good Food Ireland® is not responsible for how third-party suppliers handle your personal information. We recommend reviewing their privacy policies prior to engaging with any services they offer.

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## **11. Governing Law and Dispute Resolution**

11.1 These Terms of Use shall be governed by and construed in accordance with the laws of Ireland.

11.2 Any dispute arising from or in connection with these Terms of Use, including any legal action or claim, shall be submitted to the exclusive jurisdiction of the courts of Ireland.

11.3 We encourage you to first contact us with any concerns or disputes before seeking legal resolution. In the event of a legal dispute, we will attempt to resolve matters amicably, and any legal proceedings must comply with the applicable laws.

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## **12. Entire Agreement**

12.1 These Terms of Use, together with the Privacy and Cookies Statement, constitute the entire agreement between you and Good Food Ireland® regarding your use of the Services and supersede all prior agreements, whether written or oral, relating to this subject matter.

**Good Food Ireland® reserves the right to modify or integrate any provisions within these Terms and Conditions of Use, including any clauses or directives referenced by the website, at its sole discretion.**

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## **13. Contact Us**

13.1 If you have any questions or concerns about these Terms of Use, please contact us at: Good Food Ireland®, Ballykelly House, Drinagh, Wexford, Ireland. Email: [info@goodfoodireland.ie](mailto:info@goodfoodireland.ie)

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**End of Terms of Use**