



## **Group Rental - Terms & Conditions**

*As at June 2020*

***These Terms & Conditions are amended at various times and the most up-to-date is available on our website (under 'Holiday Rentals') or by request. We have updated our contractual terms to include GDPR compliant clauses to enable us and our clients to comply with the new requirements. Our full Privacy Policy relating to the 'General Data Protection Regulation' (GDPR) which came into effect on 25 May 2018 is on our website.***

***Payment of your deposit constitutes acceptance of these Terms & Conditions.***

***All rental bookings are subject to the following terms and conditions as agreed to at the time of booking.***

### **Booking Conditions**

- A contract between you and Ballinacurra House will come into existence when we receive the Deposit payment and we accept your booking by issuing a confirmation of booking for the holiday dates shown in the rental agreement. This may be issued by your Agent or directly from us. The contract binds you & all the members of your party and it is your responsibility to ensure that all members of your party accept the terms.
- Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking.

### **Payments**

- Deposit - A non-refundable deposit to secure your booking date is 30% of the total value of your rental.
- Rental Payment – Balance of the rental fee to be paid 6 weeks prior to your arrival.
- Bookings made less than six weeks before your arrival date must be accompanied by the full amount of the rental charge.
- If the balance is not received by the due date, then your holiday will be treated as a cancellation and you will remain liable to pay the balance of the rent.
- All bookings will be subject to a pre-paid **€1,000** refundable damage deposit.
- Any ancillary charges incurred during your stay will be paid on checkout.

## Our Guarantee

- Your booking will not be cancelled by the owner except in exceptional circumstances. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.

## Cancellation

**We strongly advise that you take out comprehensive travel insurance. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.**

- All cancellations must be notified by telephone and then in writing. If you cancel your holiday more than 6 weeks before it is due to start, then your deposit will be forfeited and there will be no further charges.
- If you cancel less than 6 weeks prior to the holiday, then the full balance remains due and is not refundable.

## General Rules:

- The number of persons using the accommodation at any time must not exceed *maximum capacity of the particular property booked* and only those people listed on the booking form can occupy the specific residence. We reserve the right to terminate the booking without notice and without refund in case of a breach of this condition.
- Unless otherwise specified and agreed, this lease does not include exclusive use.
- Bookings cannot be accepted from persons under 30 years of age.
- Ballinacurra House reserve the right to refuse a booking without giving any reason.
- We or our representative reserve the right to enter the House at any time to undertake essential maintenance or for inspection purposes.
- Tenancies normally commence at **3:00 pm** unless otherwise agreed and guests are required to vacate the residence by **10:00 am** on the day of departure. This allows the accommodation to be thoroughly cleaned and prepared for incoming guests.
- Smoking inside any of the buildings will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by smoking will be at the expense of you.
- Damage deposit – In making a booking you accept responsibility for any theft, breakage or damage caused by you or any member of your party and agree to indemnify us in full for any loss that we may incur as a result.
- The damage deposit will be returned within **10** days of the end of your holiday less the cost of damage/breakages.
- Damage to property – Please treat the facilities & accommodation with due care so that other guests may continue to enjoy them. In the event that you notice damage in your accommodation please let us know immediately so that we can take the appropriate action. If there have been any breakages during your stay, we would be grateful if you could replace them or advise us before you leave. The accommodation will be inspected at the end of the holiday & you may be charged for any loss or damage found.

- Remind your guests to lock the doors and close the windows when they leave your property unoccupied.
- Ballinacurra House reserves the right to make a charge to cover additional cleaning costs if the client leaves the property in an unacceptable condition.
- Please note that in the event that any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.
- The client may in no circumstance re-let or sublet the property, even free of charge.
- The internet connection is available (at no extra cost) subject to technical availability.
- Ballinacurra House shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the buildings or grounds.
- All inventory must remain in the property as it was in at arrival and not taken to another property.
- Children under 18 must be supervised by their parents/guardians at all times.
- We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others or our staff.
- Any problem or complaint which the client may have concerning their holiday must be immediately reported directly to us/our representatives and we will endeavour to put matters right. Any complaints not reported to us/the property manager at the time and only reported after the client has returned from holiday will not be considered by the proprietor.
- We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.
- This property is privately owned and is our home. We expect all guests to enjoy the facilities and treat the property with the same respect that they would with their own house.
- Illegal substances are not permitted anywhere in Ballinacurra House, Cottage, Coach House or grounds. If any are found or we suspect use in anyway, we retain the right to search and remove said substances and where appropriate, contact the relevant authorities.
- Other helpful information such as emergency contact details, bin collection days etc. will be included in your guest information pack in each House.

### **Food and Beverages (if required)**

- Upon booking we will send you a list of menus available and other information on the area that you may find useful.
- Final numbers and orders for any food requirements are to be booked with us 2 weeks in advance from menus provided. If additional guests arrive without prior notice, whilst we will do our utmost to cater for them, we cannot guarantee it. Any additional meals will be charged to the Final Bill.
- Whilst we do our utmost to provide your food requirements, we cannot guarantee that this facility will be available at your time of booking.
- All food and beverages consumed on the property must be in a designated area. This is only to protect the unique nature of the property and furnishings.
- No food and drink to be consumed in any bedrooms including the Cottage and Coach house. Otherwise a deep cleaning charge of €200 per room will be applied.

- Some of our dishes contain raw eggs, nuts or traces. We will do our best to cater for allergens with prior approval. Note that if you require the property to be completely 'nut free' (or any other allergen) there will be an additional charge to cover costs.
- We strongly advise that people bring any medical aids with them if they have any allergies.

### **Pet rules**

- If you wish to bring a pet onto the property, please discuss with us.
- We have a separate policy on pets with conditions attached – just for the protection of your pets and ours!

### **Liability – Activities and Suppliers**

- The lead Organiser shall be responsible for the orderly conduct of guests during their stay. Consideration must always be shown to Ballinacurra House's property. Offensive or illegal behaviour will not be tolerated. Failure to comply with this request will result in individuals or the entire party being asked to leave the premises. No refund will be made and there may be an additional charge for repairs and/or compensation.
- Where facilities or activities are booked with third parties on the applicant's behalf, the owners do so in good faith and will not be liable to make any refund should the guests fail or refuse to use them, for whatever reason, and full payment must be made.
- Any equipment or personal effects brought into Ballinacurra House by the applicant or guests remain at their own risk and the owners will not be liable in the event of any loss, theft or damage.

The owners of Ballinacurra House reserve the right to change these terms and conditions at any time.

**Note: Wherever we refer to Ballinacurra House – that includes the owners, directors, managers, staff and families – and refers to the all the buildings on the Estate.**

