



## 2021 Terms & Conditions and Rules of the House

(For 2021 Bookings – as at June 2020)

**These Terms & Conditions are amended at various times and the most up-to-date is available on our website (under 'Brochures') or by request. This published version applies at the date of your booking and supersedes any previous Terms and Conditions. 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.**

### **Booking Confirmation Payment**

A Booking Confirmation Payment is required to guarantee your booking and date. The amount required is at the discretion of Ballinacurra House. For weddings and larger events, it is generally €2,000 for a one day booking, €3,000 for a 2 day booking and €5,000 for 3 days or longer (or approx. 30% of the cost of house for your booking). **Payment of the Booking Confirmation Payment constitutes legally-binding acceptance of our Terms and Conditions and is non-refundable in any circumstance.** This money is forfeited as we have turned business away for the dates that you have secured and we start our planning time and work immediately upon booking. This planning may include our proprietary checklists, advice, email support and guidance, planning meetings, preparing rundowns and budgets, food tastings, etc.

### **Booking Conditions**

- We offer two x 2 hour planning meetings for all events. If you require more, then these will be charged to cover administration time (see Premium Options List for price).
- It is the Client's responsibility to have all menus, drinks, rooming lists, table plans etc finalised and delivered to us 4 weeks before your event. We will send you a final Client Approval Rundown which must be signed off at least 2 weeks before your event. All decisions, guaranteed numbers etc are considered 'locked in' at that stage. Failure to do so may affect our ability to deliver your event to our standards.
- We do not take individual room bookings – we don't know who you want to stay on the property - so please make sure your guests know.
- To the best of our ability, we don't allow family or friends to access the property prior to your event (unless authorised by you) in order to maintain your privacy.
- You are responsible for guaranteeing the payment of the House Rate including any supplements for additional guests.

### **Other Payments – Part Payment and Final Payment**

- **Part Payment 1** – A part payment of €3,000 is due at the First Planning Meeting or 6 months prior to your wedding – whichever is first.
- **Part Payment 2** - Estimated numbers and all food and beverage decisions are to be provided to Ballinacurra 4 weeks before your event. An updated budget will be prepared at this time and the part-payment will be calculated. This part payment is due in our bank account at least 14 days prior to the event. This is essentially all guaranteed items (e.g. your share of the House Rental and food).
- We require this to be paid by bank transfer.
- We do not accept credit cards directly for the part payment. If you wish to use a credit card, we can send a PayPal link whereby you can use your credit card for a secure payment (GDPR compliant). Alternatively, there are other online fund transfer platforms (such as Transfer Wise) that you may wish to use.
- Note that the amount credited against your Budget will be the net amount received in our account (which is the amount after bank charges, currency conversions etc. are taken into consideration).
- We do not encourage payment by cheques – but if you do, they must be received at least 2 weeks before your event as they need to be cleared into our account.
- We reserve the right to cancel the event if this payment is not made on time.
- Final guaranteed numbers and any food and beverage updates to be provided 2 weeks prior to your event. There are no changes allowed after this date. Any changes between

- the Part Payment Calculation and the 2 week deadline will be reflected in your Final Payment on checkout.
- **Final Payment** - The amount payable on checkout will be calculated on this final number or the number actually attending on the day – whichever is greater.
- The balance is paid on checkout either by cash, telegraphic transfers, bank drafts, debit cards (Laser) and credit cards (credit card limit is Euro 2,000).
- Where Guests are paying individually for their rooms on check out, the Host is responsible for guaranteeing these payments are received prior to departure.

### **Guarantee**

Due to the unique nature of Ballinacurra House, we require a credit card guarantee prior to the event. This is only used in case of damage to the house or any outstanding charges not paid. Ballinacurra House holds the Host(s) responsible for any damages caused to the premises or grounds by them, their guests or suppliers.

### **Wedding Insurance**

We strongly advise that you take out Wedding Insurance for a variety of reasons and in case you need to cancel your event due to unforeseen circumstances such as illness etc so that these charges and your expenses are covered. There are a variety of packages available and are very cost effective – around €125 for up to €25,000 cover.

If you choose not to take out insurance or if you are not covered for whatever reason, then you accept responsibility for any loss that you may incur due to your cancellation.

### **Cancellations**

If you need to cancel your booking once this Booking Confirmation Payment has been paid, unfortunately we cannot return this payment **under any circumstance**. Note that all cancellations or change of date requests must be notified in writing.

#### **Conditions of Booking Cancellation**

There will also be a Cancellation Charge calculated as a percentage of the total booking estimate (food, beverages and accommodation) based on your initial budget/brief, or latest Rundown or Budget, or an average spend of €120 per person plus accommodation:

- Cancellation within 12 months of your event – 25% of the total booking estimate
- Cancellation within 9 months of your event – 50% of the total booking estimate
- Cancellation within 6 months of the event – 75% of the total booking estimate
- Cancellation within 3 months of the event – 100% of the total booking estimate

If these cancellation charges are not made before the next notification date, then the higher percentage will be applied.

Note that these are industry-standard cancellation charges.

The cancellation charge excludes the Booking Confirmation Payment,

All payments are non-transferable and non-refundable.

Cancellation costs of 100% will apply to entertainment such as bands and other suppliers that have been booked by Ballinacurra House on your behalf.

**Bank Holiday Cancellations** – As these weekends are the most sought after and usually booked on long lead times, cancellation of these weekends within 12 months will result in the forfeiture of the booking deposit and 100% of the Total Booking Estimate.

### **Change of Date**

In the unlikely event that you need to change the date of your booking, you must notify us in writing at least 12 months before. Date changes or cancellations should only be done in extenuating circumstances and results in a major loss of business for us as we are not a lastminute.com style of business. We work on long lead times as we are selling a 'property' not just room for the night, so it can be very difficult to re-sell dates and facilitate date changes. Your date should be carefully considered for these reasons. Charges may also apply depending on lead times.

#### **If more than 12 months' notice**

If a suitable alternative date is found, then a Booking Confirmation Payment for this second date will need to be paid to confirm the date as the initial payment has been forfeited. No other charges will apply.

#### **If less than 12 months' notice**

If the notice period for a 'Change of Date' is less than 12 months' notice, then the cancellation fees (above) will apply as we are unlikely to resell your date. A Booking Confirmation Payment for a second date will need to be paid to confirm the date as the initial payment has been forfeited.

#### **Conditions of Change of Date**

- If the date is moved from Peak from Off Peak, the initial higher rate applies.
- If the date is moved from Off Peak to Peak, the higher rate applies.
- If the date is moved to a following year, the House Rate for that year will apply.
- If the 2<sup>nd</sup> (or subsequent) booking is then cancelled again, this will result in the forfeiture of **the Booking Confirmation Payment**, and 100% cancellation charges of the original booking.

- If an alternative date cannot be found, then the event will be cancelled and Cancellation Charges will apply (see under Cancellation).

### **Pricing/Additional Charges**

- All prices quoted include VAT and government charges at the current rate of publishing.
- If the government-imposed VAT rate increases prior to your booking, then the prices will be amended with this relevant increase. This excludes any contingencies we have asked you to allow for
- Prices for food and beverage are valid for the period/year stated on the front page of the menus. We reserve the right to change prices when new menus are published and the Host must be aware of possible increases when preparing initial budgets.
- Once the menus are published for a certain year, we will only increase the prices in the case of circumstances beyond our control (e.g. increases in the standard rate of VAT).
- A minimum service charge of €500 (or otherwise notified current amount) will be added to cover additional time and set-up for a Civil Ceremony or other onsite religious blessing.
- All additional charges will be itemised in your Programme Rundown and Budgets and will be agreed with you during the planning process. These may include (but not limited to) premium chairs, additional staff time for décor or setup, transfers, babysitters etc. See our Premium Options Checklist for details.

### **General House Rules**

- We agree in general to the House Rules and will bring the relevant rules to the attention of our guests or be held responsible.
- Check-in Time is 2:00 pm.
- Check-out Time and vacate the property by 11:00 am.
- Depending on other bookings, these times may be changed with prior approval but will incur additional charges to cover staff and operating costs.
- Due to Government regulations, there is No Smoking in any part of the House including bedrooms. Additional deep cleaning charges of €200 per room will apply to the guests' bill or your Master Bill.
- The wedding & event plans are agreed direct with the Brides/ Grooms/ Event Hosts only – any changes, additional requests before or during the event will only be agreed between the Host(s) and Ballinacurra and not through other guests.
- Evening Guests joining after Dinner are generally not permitted. All such requests must be agreed in advance
- The departure of non-residents is the responsibility of the Host and the management of their departure must be strictly applied and adhered to.
- Customers are advised that as we live in a rural setting we would appreciate that they leave the property quietly and good conduct is paramount at all times.
- We expect our staff to be treated with respect and courtesy at all times. Unruly, abusive or aggressive behaviour – either towards staff or other guests – will not be tolerated and we will bring it to the attention of the Host(s) for further action. We reserve the right to ask them to leave the property if we feel it necessary, and shut down the event if extreme.
- Due to being located within the 20km 'no fly zone' of Cork Airport, we are not permitted to have fireworks, Chinese lanterns etc released on the property.
- All additional decorations such as flowers, table decorations, place cards, changes to standard place settings, additional outdoor decoration, cake setup, etc is the responsibility of the Host. These must be agreed in advance. If additional staff time is required, then there will be a charge to cover this.
- All additional décor items must be removed by the client by 11:00 am on the checkout day. If you require our staff to remove décor items from walls, ceilings, boxed up etc, then an hourly rate will apply.
- Ballinacurra House and staff do not take any responsibility for any loss or damage to said décor items.
- We will do our utmost to look after the hosts/buests personal items (including gifts, cards, clothing, phones etc) but take no responsibility if any loss or damage.
- All non-residents who leave their cars overnight on the property must have them removed by the time your event concludes – usually 11:00am on the final day.
- We take no responsibility to any loss or damage to guests' cars.

### **Food and Beverages**

- 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, and take no responsibility if they choose not to.
- Final numbers for all days booked with us is due 2 weeks in advance. This includes casual days. 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 charge for to the Master Bill.

- We will operate a late bar service until 2:00am (or earlier as agreed by you) which is included in the Inclusivity fee. A strictly residents-only bar service will re-open whenever the on-duty manager has confirmed that all non-residents have left the property.
- The Late Night Residents Bar closure is at the discretion of the on-duty manager – but will close at 4:00am.
- We reserve the right to close the bar at any stage depending on behaviour of the guests – but we will always consult with the host if possible.
- In order to allow the residents-only bar to re-open, a taxi/minibus shuttle must be organised by the host in order to get the non-residents off the property. Failure to do so will result in a delay of the opening or non-opening of the residents-only bar.
- No food may be brought onto the Property without prior approval (except wedding cakes, sweets etc).
- No alcohol is to be brought onto the property by the Hosts or their guests without prior approval in writing.
- If alcohol is brought onto and consumed on the property, we reserve the right to charge a Corkage charge (this is calculated as the estimated loss of equivalent revenue) and will be added to the master bill to cover the shortfall. Any alcohol brought onto the premises without approval will be confiscated without notice.
- If we agree to allow corkage (wine, bubbles or beers), the amount and timing must be agreed in advance and in writing. This will only be considered for your main event day (e.g. wedding day) and not for your whole 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 Coachhouse. Otherwise a deep cleaning charge of €200 per room or €400 per communal space will be applied.
- We operate a strict policy and do not serve alcohol to anyone under the age of 18 years. If any of your party are fortunate enough to look younger than 18, ID will be requested. If we find anyone under the age of 18 with alcohol, we will remove it.
- We host a number of 'Food Tasting Events' throughout the year. These are for existing clients to visit the house, do their food and wine tasting and discuss décor elements. If you are unable to attend these events, we are not under any obligation to conduct 'individual' tastings.
- If a tasting has been offered and you have agreed to attend, cancellation of attendance or no-show will not guarantee an invitation to a 2<sup>nd</sup> tasting. We have a limited number of places on these events and have to be considerate to all clients to ensure spaces for them.
- **Ballinacurra is under no obligation to conduct food tastings and will only do so, where the calendar allows.**
- Illegal substances are not permitted anywhere in Ballinacurra House, Cottage, Coachhouse 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.

### **Children**

- All Children are the responsibility of the guests and have to be monitored and cared for accordingly, especially with our proximity to water and expanse of grounds.
- Children's Safety and Supervision are the responsibility of the parents or guardians and Ballinacurra House are not held responsible for any negligence.
- Nannies and/or babysitters require advance bookings and cannot be held responsible to any negligence.
- It is in everybody's interests for safety and peace of mind that you have sufficient child minders. This will depend on the number of children and their ages.
- Ireland's licensing hours dictate children are not allowed in bars after 9pm.
- If children are dining separately from the adults, time, location and menus are to be agreed in advance and have supervision from appointed parents or guardians.

### **Dogs**

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

### **External Suppliers**

- If you bring in any suppliers (such as photographers, makeup artists, musicians, etc.) you will be responsible for co-ordinating them and whilst they are on the property unless you have arranged for us to co-ordinate this for you.
- You will be responsible for any damage caused or costs by these suppliers.

## Music

- The Manager on duty at Ballinacurra House will liaise with all music suppliers with regards to access, volume levels, location of music etc. Music will be shut down at any time of the discretion of the management should the occasion arise. See Entertainment Guidelines.
- All Musicians must agree sound levels with staff of the House and finish times adhered to – see Entertainment Guidelines
- Amplified bands are only allowed in the Ballroom, Bar, Red Room or Green Room.
- We expect our staff to be treated with respect by all suppliers.
- If you require us to provide meals or drinks to your suppliers, there will be the relevant charges.
- As we live in a residential area and to have respect for the neighbourhood, the following Outdoor Music Policy applies:
  - Amplified or non-amplified music is allowed outside until 7:00pm
  - No live music, bands, singing, ipod music after 7:00pm
  - This applies to all days you have booked the property
  - All music and singing can be enjoyed indoor at all times until 2:00am

## Confidentiality/Privacy and Data Protection

- Confidentiality and privacy of both parties is of utmost importance. We respect your right to privacy and comply with our obligations under the General Data Protection Act (GDPR). This Act specifies that certain clauses be included in all contracts. Both parties agree to:
  - Only use, copy or replicate confidential information for the purposes of this Agreement
  - Keep budgets, agreements etc confidential both pre, during and post your event
  - Not share, publish, disseminate or permit to be disclosed to any third party for any reason

## Liability

- Ballinacurra House acts only as an agent and does not accept liability for any accidents and/or illness to the tenant, his family, guests or servants during your time at the property.
- This includes any infectious diseases contracted. If Ballinacurra House suspects a guest is infected, standard protocol will be implemented. We may ask them to leave and contact the relevant authorities. (see Medical Procedures)
- Ballinacurra cannot be responsible for any costs incurred due to illness. We strongly advise people acquire their own personal health insurance. If you choose not to then you accept responsibility for any losses that you may incur due to your illness.
- Ballinacurra House will not accept liability for any damage to or losses of personal property, cars etc.
- We are not responsible for providing liability cover for any of your suppliers. Please make sure they have their own relevant insurance.
- Except as otherwise provided, we reserve the unequivocal right to cancel your event (and our liability will be limited to the amount already paid in respect of their booking and will be returned) in any of the following circumstances, this excludes the booking confirmation payment that is non-refundable under any circumstance:
  - As a result of matters which are outside of the Managements' power and control including, accidents, force majeure, terrorism, flood or storm damage, fire, inaccessibility, strikes, leaks, or any other damage that limits or prevents us in delivering your event to all or a substantial part of the property.
  - We are legally bound to work within government directives and cannot be held responsible for these.
  - As a result of matters which are outside of the Managements' power and control including events of Government intervention, accidents, force majeure, terrorism, flood or storm damage, fire, inaccessibility, strikes, leaks, or any other damage that limits or prevents us in delivering your event to all or a substantial part of the property
  - With more than 6 months' notice of your event date (without obligation)
  - In circumstances when a booking is made through a third party or under false pretences, or where we feel any guest attending will behave in any way considered being detrimental, offensive or contrary to managements' normal expected standards of behaviour
- Ballinacurra House takes no responsibility for gifts, cards, supplier payments, wedding cakes, etc. We highly recommend the responsibility of these be assigned to a trusted family member. If you wish to provide payment envelopes to us, we will keep these on your behalf to the best of our ability.
- The owners of Ballinacurra House reserve the right to change these terms and conditions at any time.
- Ballinacurra House cannot assume responsibility of any travel arrangements host/s or guests have arranged, irrespective of causation – we strongly advise acquiring individual travel

insurance. If you choose not to then you accept responsibility for any loss that you may incur in regards to travel.

- o All disputes which arise between the parties in connection with this agreement, or the subject matter of this agreement, shall be referred to mediation. The mediation process will follow the laws of Ireland, the Dublin Resolution Centre and the Law Society of Ireland. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

- o Activity Organiser – Ballinacurra House does not accept liability for any accidents and/or injuries to anybody on the property whilst participating in activities in the House or Grounds of the property. Particular care should be taken when employing an Activity Company – they should be professional, and have all the necessary insurances in place.
- o Water Based Sports – if your guests intend on using our jetty, kayaks, swimming or any other water-based activity, we require you to complete the 'Waiver of Responsibility' form. We can recommend professional instructors if you wish.
- o Bouncy Castles/Children's Activities – if you intend bringing in a bouncy castle or other inflatables or children's toys, we require you to complete the 'Waiver of Responsibility' form. A responsible parent/guardian/babysitter of your choosing must be in attendance at all times.
- o If using an external supplier for any games, inflatables, activities, etc organised through a supplier, then they must have their own insurance. This is not covered under Ballinacurra House' insurance policy.

We have the relevant waivers for the above for you to sign if applicable.

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