

BALLYNOE HOUSE

BOOKING CONTRACT / TERMS AND CONDITIONS FOR RENTAL OF SELF-CATERING GUESTHOUSES

INTRODUCTION

- PLEASE READ THIS AGREEMENT ("AGREEMENT") CAREFULLY. **THIS CONTRACT STIPULATES THE RIGHTS AND OBLIGATIONS OF BOTH PARTIES.** WE ENDEAVOUR TO MAKE THIS AGREEMENT AS SIMPLE AND UNDERSTANDABLE AS POSSIBLE.
- BY MAKING A PAYMENT THAT ACTIVATES THESE TERMS AND CONDITIONS YOU ARE FORMING A LEGAL CONTRACT AND AGREE TO ALL TERMS AND CONDITIONS IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO ANY CLAUSE IN THIS AGREEMENT DO NOT ACTIVATE THIS AGREEMENT BY MAKING PAYMENT.
- SECTIONS 5 ONWARDS OUTLINE SPECIFIC OBLIGATIONS OF THE HIRER DURING THEIR STAY WHICH ARE CONSIDERED AS "FAIR USE" OF THE GUESTHOUSES, INCLUDING ANY ADDITIONAL CHARGES THAT MAY BE INCURRED. **ADHERENCE TO ALL CLAUSES IN SECTION 6 REGARDING COVID-19 ARE DEEMED TO BE MANDATORY FOR ALL GUESTS.**
- YOU SHOULD KEEP A COPY OF THESE TERMS AND CONDITIONS FOR YOUR OWN RECORDS.

TERMS AND CONDITIONS:

1. Provision of Accommodation and Booking Conditions

- 1.1 Mark and Felicity Grace trading as Ballynoe House (the "**Owners**") whose address is situated at Ballynoe House, Dunowen, Ardfield, Clonakilty, County Cork, P85 YR23, Republic of Ireland are the Owners of and provide three luxury self-catering guesthouses situated at their home in West Cork, Ireland. This Agreement sets out the terms and conditions upon which the Owners will rent, and you will hire ("**Hirer**") the accommodation ("**Accommodation**").
- 1.2 The Hirer acknowledges that they have provided the Owners with accurate and complete information at time of Reservation and that it is the responsibility of the Hirer to update the Owners with all and any changes to that information by e-mailing the Owners at info@ballynoehouse.ie
- 1.3 The Hirer is responsible for ensuring that they and all individuals within their party comply with all the terms of this Agreement. Refer also to clause 1.7 below in relation to the Hirer's personal liability.
- 1.4 The Owners reserve the right to add, amend or vary the terms of this Agreement by publishing notice of such changes on the Ballynoe House Facebook page. The continued use of the Accommodation will signify the Hirer's acceptance of such changes.
- 1.5 The Owners reserve the right at any time (including at the time of arrival of the Hirer at the Accommodation) to decline any Booking if the Hirer has not complied with the terms of this Agreement. This includes if the Owners learn that the accommodation is to be used for any purpose other than those that may otherwise be agreed beforehand in writing.
- 1.6 The Hirer hereby agrees to fully indemnify the Owners from all loss and harm and all related costs associated with the Booking (to include but not be limited to extraordinary cleaning costs, replacement of broken or stolen items from the Accommodation, damage to the fabric of the buildings and surrounding areas, etc), and for all parties included in the Booking as well as any visits of guests to the Accommodation, and should ensure that all such parties are fully informed of the terms of the terms and conditions of this Agreement relating to their stay or visit to the Accommodation.

- 1.7 The number of persons occupying the Accommodation overnight will not exceed the maximum number stated in the Accommodation's description, unless otherwise agreed in advance as part of the Booking or in writing via email with the Owners. This excludes normal short-term daytime visits by family or friends and small dinner parties but expressly includes any proposed event or function where the total number of people exceeds 150% of the maximum number of occupants for the Guesthouse hired. Social events and functions must have prior agreement in writing and will be subject to additional organisational guarantees and obligations from the Hirer. It is the Hirer's responsibility to discuss their plans with the Owners before making any bookings as well as keeping them informed about any events.
- 1.8 The Owners will not accept Reservations from:
- 1.8.1 Persons under the age of 18; or
 - 1.8.2 Parties where majority of persons are under 18 years of age, unless accompanied and supervised by family members who are over the age of 18; or
 - 1.8.3 Parties who intend to use the guesthouses in ways other than as holiday accommodation; or
 - 1.8.4 Parties who arrive with, or intend to bring a dog after booking, contrary to clause 5.5.d; or
 - 1.8.5 Stag & Hen parties.

2. Licence and Limited Rights to Use Content

- 2.1 The Owners grants the Hirer a non-exclusive, non-transferable, non-assignable, revocable licence to use the Ballynoe House website subject to the terms and conditions of this Agreement.
- 2.2 All content on the Ballynoe House Website ("**Content**") and all copyright, database rights, trade and service marks or names, patents, design rights and all other intellectual property rights, in each case whether registered or not, in the Content and the Service ("**Intellectual Property**") belong to the Owners or its licensors.
- 2.3 The Hirer may not (without the prior written consent of the Owners):
- 2.3.1 Redistribute any of the Content or any of the other Intellectual Property (including by using it as part of any library, archive, or similar service);
 - 2.3.2 Create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content or other Intellectual Property;
 - 2.3.3 Except as expressly set out above, modify, reproduce or in any way commercially exploit any of the Content;
 - 2.3.4 Attempt to download any part of the Website or Service, including any underlying software which you are not expressly entitled to access under this Agreement, nor attempt to reverse engineer, alter, or edit any such item, nor to store it other than as necessary in the normal use of the Service; or
 - 2.3.5 Use any of the Intellectual Property for any purpose not expressly or impliedly permitted by this Agreement.

3. Reservations, Payment for Bookings, Cancellations, Support and Descriptions

- 3.1 To make a Reservation in relation to the Accommodation the Hirer must email the details requested on the 'Booking' page on the Ballynoe House Website or provide them by telephone. The Hirer must make true and fair representations regarding the use of the accommodation, the number, makeup, and dynamics of the group, and ensure permission is sought regarding planned social functions/events on the premises.
- 3.2 The Hirer must make full payment to convert any Reservation to Booking. A Reservation may be subject to cancellation by the Owners.
- 3.3 If full payment for the Booking is not received within two calendar months prior to the agreed arrival date, the Reservation will automatically expire, unless otherwise agreed in writing with the Owners.

- 3.4 In the event a Booking is cancelled by the Hirer no later than one calendar month prior to the start date of the Hirer's stay at the Accommodation for whatever reason, then payments will be returned less a €200 Administration Fee for each Guesthouse booked.
- 3.5 There are no refunds for cancellations made less than 30 days prior to the Hirer's stay at the Accommodation.
- 3.6 The Hirer is entirely responsible for adequate and appropriate holiday, booking, travel, Covid-19, and event cancellation insurance. The Owners will not be liable to compensate the Hirer for inadequate insurance cover or the failure of the Hirer's insurance provider to pay compensation.
- 3.7 Any request by the Hirer to change their Booking dates will be strictly subject to availability.
- 3.8 Any request by the Hirer to transfer their Reservation and/or Booking over to another Guesthouse other than the Guesthouse reserved or booked must be agreed in writing with the Owners and is subject to availability. Any request to transfer of a fully-paid Booking within one calendar month of arrival will be considered as a cancellation and subject to clause 3.5.
- 3.9 The Owners endeavour to ensure the accuracy of Guesthouse descriptions and tariffs. Descriptions are inevitably subjective and are for guidance only. Contact the Owners if any points require clarification prior to making a Booking.
- 3.10 All rates provided are inclusive of VAT (at the applicable rate) as well as all utilities & services, including Wi-Fi & FreeSat TV (subject to availability).

4. Warranties, Data Protection, and Indemnity

- 4.1 The Owners warrant that they will use all reasonable skill and care in making the Accommodation available to the Hirer and its party.
- 4.2 The Owners respect the Hirer's right to privacy and where personal information is submitted it will be used for the stated purpose and any reasonable incidental purposes such as marketing, administration, quality control and statistical purposes only. The Hirer agrees to the use, storage, and processing of such information for these purposes as well as may be required by law enforcement and health authorities (Covid-19), see also clause 4.3. The Owners Privacy Policy (as per the European Union GDPR directive) is available for review on the Ballynoe House website.
- 4.3 If a lawful authority requires the Owners to assist them with their inquiry or investigation then the Owners will provide that authority with the information that it may lawfully require. By the Hirer's acceptance of this Agreement, and for the purposes of the Data Protection Act 1988 and 2003 the Hirer agrees to the use of such personal information for this purpose.
- 4.4 The Hirer agrees to fully indemnify the Owners against all claims, liabilities, costs, and expenses (including but not limited to all legal fees) arising out of or related to any breach of this Agreement.

5. Exclusion and Limitation of Liability, Damages, Loss, Theft and Nuisance

- 5.1 In the unlikely event that the Owners are unable to provide the Hirer with the Accommodation as booked (being the actual Guesthouse and/or the actual Booking dates) then the Owners shall return the full amount of the Booking paid back to the Hirer.
- 5.2 The Hirer agrees that its exclusive remedy against the Owners in respect of a Booking made or in respect of anything arising, either directly or indirectly from the same, to include the Hirer's stay at the Accommodation, shall be limited to the amounts as noted above.

- 5.3 The Owners shall not be liable in any case whether in contract, tort (including negligence) or otherwise, for any indirect, consequential, or special loss or damage whatsoever. In addition, no responsibility is accepted for loss of or damage to personal belongings, vehicles or vehicle contents belonging to the Hirer, any member of their party or their visitors during their occupancy, or inadequate insurance cover.
- 5.4 The Owner's liability will not be limited in the case of death or personal injury caused by the Owner's negligence.
- 5.5 The Hirer specifically agrees that:
- a. The supervision of children, babies and any adults requiring care remain the sole responsibility of the Hirer always. Specific requirements for autistic guests must be discussed with the Owners at the time of Reservation to ensure they can be met.
 - b. At time of Reservation, to provide an accurate makeup of the group using the accommodation and agree to a suitable bedroom configuration for each of the Accommodation hired.
 - c. Smoking or vaping within the Accommodation is not permitted. Hirers are also advised to be aware of the risk of combustion in drought periods as well as the nuisance of secondary smoke to adjacent areas when smoking outside. If asked to stop smoking/vaping, to agree to the same, to ensure the enjoyment of the Guesthouses for all persons.
 - d. No dogs are permitted in any part of Ballynoe House, including the grounds, which is managed a wildlife reserve. This applies equally to dogs of any visitors. Guests found to be in breach of this policy will be asked to leave their Accommodation without notice. Registered service dogs for the blind, autistic or impaired are accepted by prior arrangement and upon proof of registration only.
 - e. Accommodation is strictly self-catering. The Hirer may shop online and have goods delivered or arrange for in-house catering. The accommodation will otherwise be provided with the following (subject to any Covid-19 restrictions that may be in force):
 - Beds made up in the agreed configuration for the agreed number of guests. As part of Covid protocols only those beds required will be made up.
 - For each bed, one set of bed linen (duvet, duvet cover, top sheet, pillow, pillowcase)
 - Bath sheet and hand towel for each registered guest
 - Hand towel in each downstairs bathroom
 - Bath/Shower mat and starter toilet roll for each en-suite and downstairs bathroom
 - Handwash in each downstairs bathroom
 - Two tea towels, hand towel and oven glove in each kitchen
 - Owner's 'Welcome Pack' of milk, sugar, tea, coffee, and basic condiments
 - Travel cot with mattress (excl. bedding) and highchair
 - Fully equipped kitchen
 - Cleaning equipment
 - f. They leave the Accommodation in good order and in a clean condition, otherwise an additional cleaning levy of €100 will be charged.
 - g. They will offer to pay for all damage or loss to the inventory however caused, excluding reasonable wear and tear incurred during occupation.
 - h. They will report all damages or deficiencies as soon as possible to the Owners so that they may organise any necessary repair, cleaning, or replacement.
 - i. They will respect the tranquil nature of the local environment within the private grounds of Ballynoe House and to not cause nuisance to occupants of nearby properties (other Guesthouses, neighbours, and Owners) through loud music or inconsiderate behaviour.
 - j. They agree to allow reasonable access to the Guesthouses by the Owners if in their sole opinion it is deemed necessary.
 - k. They will respect the surrounding agricultural lands, animals, grounds, and area designated private, unless necessary to contact the Owners or prior permission has been given as part of additional activities.
 - l. Guest towels are for sole use within the accommodation. Beach towels are not supplied. Fake tan, sunscreen and make-up soiled towels will incur a replacement charge of €50 as they cannot be cleaned.

- m. They will take due care of the Accommodation's bio-filtration system and not flush any sanitary or other personal hygiene products including, but not limited to tampons, sanitary pads, cotton buds, baby/wet wipes, condoms, cigarette butts, etc., which must be disposed of with normal household waste.
 - n. They will avoid blocking of the toilets by excessive use of paper by flushing regularly during use.
 - o. They will not purchase and use bleach-based products for cleaning toilets or interior surfaces.
 - p. General household waste will be deposited inside the bins provided, and recyclable materials cleaned and separated "washed & squashed" (unbagged) as per instructions in each Guesthouse. Food waste should not be disposed of down kitchen sinks. Glass bottles should be disposed of in public recycling bins in Ardfield and Clonakilty.
 - q. Cases of theft or malicious damage to Guesthouses belonging to the Owners will be reported to the Irish police (Gardaí).
- 5.6 If in the reasonable opinion of the Hirer there are grounds for complaint then it is the duty of the Hirer to take it up with the Owners immediately or as soon as reasonably possible during their stay at the Accommodation, and in any event before departure, to allow remedial action to be taken. Any complaints made after the fact on social media or similar that are considered defamatory and/or simply malicious will be taken seriously and will be sent to the Owner's solicitor to deal with as appropriate. The Owners welcome any objective criticism or legitimate complaints and will do their best to ensure that they are dealt with whilst the Hirer is staying at the Accommodation. The Owners undertake to maintain the privacy of the Hirer and their party and expect the Hirer and members of their party to respect the privacy of the Owners.

6. Special Conditions Applicable During the Covid-19 & Any Future Pandemic

- 6.1 The Hirer acknowledges and accepts that special provisions are required during any pandemic to ensure the health and safety of the Hirer, the members of the Hirer's party, other guests and that of the Owners and their service contractors. Some provisions such as mask wearing, social distancing, travel restrictions, full or partial lockdowns or business closures may be mandated by law. Some facilities, services, and parts of the offering as advertised from Ballynoe House may not be available during a pandemic period as officially declared by the Government of the Republic of Ireland and the World Health Organisation.
- 6.2 The Hirer agrees that if any member of their party contracts Covid-19 or is deemed to have been near a person infected with Covid-19 and is required to self-isolate in period immediately prior to arrival, that person or persons is excluded from travelling and staying at the Accommodation. The Hirer agrees to provide such health information to the Owners.
- 6.3 If the Hirer wishes to cancel the Booking due to members of their party having Covid-19 or self-isolating, clauses 3.4 & 3.5 will apply. In the event no refund is due from the Owners, the Hirer should ensure they have appropriate Covid-19 insurance (see clause 3.6).
- 6.4 The Hirer agrees that if any member of the party contracts Covid-19 during the stay or is required to self-isolate, the Hirer must inform the Owners.
- 6.5 If for any reason government mandated business closures or travel restrictions or preceding guests or the Owners themselves contract Covid-19 which results in the booked Accommodation becoming unavailable, monies will be refunded in full.
- 6.6 If the Hirer and members of their party are required to self-isolate and remain in their Accommodation at Ballynoe House (which can be up to 14 days) the Hirer accepts responsibility for the cost of rental of the Guesthouse for all the additional days stay beyond the original Booking period. The Hirer should ensure they have appropriate Covid-19 insurance (see clause 3.6).
- 6.7 It is expected that the Hirer and their party will act responsibly and in accordance with proscribed Covid-19 measures in force at the time of their stay, including good hygiene, social distancing and mask wearing when interacting with other guests and the Owners. The Hirer and their party are encouraged in the frequent use of hand sanitizer and to keep hard surfaces clean (see also clause 5.5.o.).

- 6.8 As an additional health measure, at the end of the stay the Hirer agrees that all bed linen (excluding mattress and pillow protectors), kitchen gloves, tea towels and bathroom towels will be placed by the guests in a duvet bag and left in the hallway for collection.

7. Occupancy, Electricity, LPG, Water, Wi-Fi, and Waste Disposal

- 7.1 The Hirer acknowledges and agrees to allow for housekeeping services at the Accommodation and agrees that occupancy shall be from no earlier than 17:00 hours local time on the day of arrival and will end with checkout no later than 09:00 hours local time on the day of departure, unless other times have been agreed in advance.
- 7.2 Housekeeping & babysitting are not services provided by the Owners under the terms of this Agreement.
- 7.3 Electricity, LPG (Calor gas), Wi-Fi, TV licence, water and normal waste collection is included in the cost of the Accommodation. In return the Hirer is asked to conduct their stay at the Accommodation with due respect to the use of those services. The Hirer must dispose of excessive waste, for e.g., after an agreed function, takeaway food packaging and bottles (using Clonakilty Waste & Recycling Centre or regionally placed recycling bins). Bin collection is only fortnightly and space limited.

8. Notices

All notices shall be given to the Owners via e-mail at info@ballynoehouse.ie or by post to the Owner's address as set out in clause 1.1 of this Agreement, or to the Hirer at either the e-mail or postal address provided in their reservation information.

9. Dispute Resolution

Should there be any dispute arising out of this Agreement the parties shall use every effort to agree informally, however, if that fails to resolve the matter then on the written request of any party it can be referred to an independent mediator, the identity of whom shall be agreed between the parties. In the event the mediator cannot be agreed by the parties within 14 days of one party's written request to appoint a mediator, the Dublin office of the International Centre for Dispute ("ICDR") Resolution shall appoint a single independent mediator in accordance with the rules of the ICDR. The costs of the mediation shall be shared equally and the place of conduct of the mediation shall be Dublin, Ireland. If within a period of 30 days of the appointment of a mediator, the mediator is unable to resolve the dispute, the parties may submit the matter to the exclusive authority of the Irish Courts.

10. General

- 10.1 No failure or delay on the part of the Owners relating to the exercise of any right, power, privilege, or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege, or remedy or as a waiver of any proceeding or succeeding breach by the other party to this Agreement.
- 10.2 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void, or unenforceable, such provision shall, to the extent required, be severed from this Agreement, and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect the validity or enforcement of the remainder of this Agreement.
- 10.3 The Owners shall be under no liability to the Hirer or any member of the Hirer's party in respect of anything, which notwithstanding this provision, may constitute a breach of this Agreement, arising due to *force majeure* which includes but is not limited to war, civil unrest, strike action, volcanic eruption, flood, severe weather, earthquake, transportation disruption of any kind, government declarations of national or health emergencies, government enforced business shutdowns and travel restrictions (national or international).

- 10.4 This Agreement contains the full and complete understanding between the parties and supersedes and replaces all prior arrangements, terms, representations, and understandings whether written or oral relating to the subject matter of this Agreement.
- 10.5 This Agreement, and any disputes arising out of it, shall be governed by, and construed in accordance with the laws of the Republic of Ireland and be subject to the exclusive authority of the Irish courts.