



## Terms & Conditions

As of November 2014

**Terms and Conditions are to be Signed and Returned with the Booking Payment.**

### **Booking Payment**

A booking payment is required to guarantee your booking and date. This is non-refundable in any circumstance. The amount required is at the discretion of Ballinacurra House. As a general guideline, it is €2000 for a one day event, €3,000 for a 2 day event and €5,000 for 3 days or longer (or approx. 30% of the cost of house for your booking).

### **Payments**

- Estimated numbers are to be provided to Ballinacurra one calendar month before the event. An updated budget will be prepared at this time and the part-payment will be advised which is due in our account, 14 days prior to the event. This is essentially all guaranteed items (e.g. any balance of the House Rental and food). We reserve the right to cancel the event if this payment is not made.
- Final guaranteed numbers to be provided 2 weeks prior to your event. 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 (VISA, MasterCard and AMEX are accepted but will incur a 2% charge).
- Where Guests are paying individually for their rooms on check out, the Host is responsible for guaranteeing this payment.

### **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 9 months before. If a suitable alternative date is found, then the booking payment will be transferred. Given the nature of our business, it is very difficult to re – sell dates and facilitate date changes. **Date changes or cancellations should only be done in extenuating circumstances.**

### **Conditions of change of dates**

- Date changing Fee: €1000.00 to cover administration and loss of revenue of that original date.
- If date is moved to Peak from Off Peak, the higher Rate applies.
- If the date is moved to an upcoming year, the New House Rate will apply.

If an alternative date cannot be found, then the event will be cancelled and charges (below) apply.

### **Cancellation**

If you are cancelling the event, there is no refund of the Booking Payment and there will also be a charge calculated as a percentage of the total booking value based on the estimated numbers at the time of paying the Booking Payment:

- Cancellation within 9 months of the event – 15% of the total booking value.
- Cancellation within 6 months of the event – 25% of the total booking value
- Cancellation within 3 months of the event – 50% of the total booking value
- Cancellation within 1 month of the event – 75% of the total booking value

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

### **Damage**

Due to the unique nature of Ballinacurra House, we require a credit card guarantee of €3,000 prior to the event. This is only used in case of damage to the house.

### **Pricing**

- All prices include VAT and government charges at the current rate.
- 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 service charge of 12.5% of the Food & Beverage element of the event will be added to the Final Bill.
- A service charge of €500 (or an otherwise agreed amount) will be added to cover additional time and set-up for a Civil Ceremony or other onsite religious blessing.
- The service charge is applicable even if you have a wedding planner or event planner employed.

### **General House Rules**

- We agree in general to the House Rules and will bring the relevant rules to the attention of our guests or are held responsible.
- Check-in Time is 2:00 pm.
- Check-out Time and vacate the property by 11:00 am.
- Depending on bookings, these times may be changed/agreed but may incur additional charges.
- Due to Government regulations, there is No Smoking in any part of the House including bedrooms.
- We will operate a bar service until 2:00am (or earlier as agreed by you). A strictly residents-only bar service will re-open at 2:30am or at the discretion of the on-duty manager and 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 of the residents-only bar.
- The wedding plans are agreed direct with the Bride & Groom only – any changes, additional requests before or during the wedding will can only be agreed between the Bride and Groom and Ballinacurra and not through other members of the wedding party.
- No food or beverages may be brought onto the House without prior approval. If alcohol is “smuggled” in - Corkage will be added to the master bill to cover the shortfall.
- Evening Guests joining after Dinner are limited in number. 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.
- Telephones will be charged on usage.

### **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 group and Ballinacurra are not held responsible for any negligence.
- Nannies and/or babysitters require advance bookings with a minimum of four weeks' notice.
- Ireland's licensing hours dictate children are not allowed in bars after 9pm.
- If children are dining separately from the adults, time and menus are to be agreed in advance.

### **Suppliers**

- 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
- No music will be allowed outside of the building after 6:00pm due to noise restrictions
- If you bring in any suppliers (such as photographers, makeup artists, musicians, etc.) you will be responsible for co-ordinating with them and whilst they are on the property.
- All Suppliers visits are to be arranged at the same time as the meetings.

**Booking Conditions**

- The number of rooms taken must reflect the number of guests in attendance.
- Offsite guests are not allowed unless all bedrooms at Ballinacurra are already booked.
- On-site meetings are limited to two during the planning process with the final rundown the client's responsibility and finalised four weeks in advance, apart from final, guaranteed numbers.

**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.
- Ballinacurra House will not accept liability for any damage to or losses of property.
- Ballinacurra House will not be held liable for any failure or delay in providing facilities, services, food or beverages as a result of events or matters outside its control such as acts of God or power failure.
- Ballinacurra House has the right to cancel an event if we believe the booking might prejudice the reputation of Ballinacurra or if guests attending the event behave in any way considered to be detrimental, offensive or contrary to normal expected standards of behaviour, without prejudice.

**I agree to the terms and conditions:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Numbers: \_\_\_\_\_

Date of Booking: \_\_\_\_\_

Deposit Paid: Euro \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Damage Bond (Guarantee only – not processed unless damage has occurred)

Credit Card Type \_\_\_\_\_ Exp \_\_\_\_\_ CVV \_\_\_\_\_

Credit Card Number \_\_\_\_\_

*NOTE: Where the term 'Ballinacurra House' is used it refers to and includes the owners, its management company, its staff, suppliers and operators.*

**Please sign and return this document by email to [info@ballinacurra.com](mailto:info@ballinacurra.com) or fax to 353 21 477 9071**