

# The Byre

AT BALLAVALLE BARNS ISLE OF MAN

## Terms and Conditions

This document has been written in what we believe is plain English and will form the basis of the agreement between us.

If there is anything you are unclear about please do ask, as we want your holiday on the Isle of Man to be enjoyable and hassle free!

This document tells you about and sets out the terms and conditions of the contract being entered into between “you” the Hirer and “us/we” the Owners, of “The Byre at Ballavale”, for which the booking is made.

The payment facilitator we use is Holiday Lettings Limited, trading as holidaylettings.co.uk (“Holiday Lettings”), which is registered in England and Wales under company number 5282912 and has its registered office at 7 Soho Square, London, W1D 3QB, UK.

This document will come into effect once we have accepted your booking request via the Holiday Lettings website and you have made the payment requested in the initial quote along with any Holiday Lettings bookings fee.

**We accept copies signed and returned electronically in PDF format.**

### Charges

The Byre is available for hire between Easter and the end of October in each holiday year (please check dates with us by phone or email).

**The cost of rental is £675 per week for two people.**

We will consider renting for less than a week at a rate of £120 per night although for stays of less than four nights we would respectfully request a laundry and cleaning charge of £25.

For additional guests (up to 2) we would ask for a supplement of £10 per night per person. We can accommodate up to two extra persons in the Byre however due to the fact that there is only one bedroom this would either be on “camp beds” or a foldaway sofa bed. The bedroom is large enough to accommodate a single bed for a child or travel cots. However — it is more cosy with this arrangement.

## **Booking “The Byre at Ballavale”**

To secure your reservation on your selected dates, please check availability on our Holiday Lettings page [<https://thebyre.im/booking>], click the book now button and follow the booking process.

We are happy to hold a provisional date booking for you, for up to 4 working days in order to give you time to read the details of this agreement, pay your deposit and confirm the dates.

Please check the details of your booking carefully.

If you feel anything is not correct then please inform us immediately.

## **Schedule of Payments**

With your booking: we request a deposit to secure the booking. Once you pay the deposit of 20%, as requested in the quote email, we will confirm your booking by email and this document will come into effect.

The remaining balance should be paid 28 days before your holiday, unless the booking is made within six weeks of your arrival, in which case we would ask that you pay the total immediately please.

We also respectfully request a £100 Good Housekeeping deposit (please see below).

We are sure this will not be a problem, but regrettably, if full payment has not been received 21 days before the holiday start date, we reserve the right to cancel the booking.

## **Good Housekeeping**

All utility bills (including oil fired central heating) are included in your booking. Linen, towels and beach towels are also included.

With your final payment we ask for a Good Housekeeping deposit of £100.

This will be returned to you after your departure and only retained in the unlikely event of damage to the property.

We do not normally charge for minor breakages such as glassware or crockery, but please do ensure that you simply tell us about any accidents or mishaps, in order that we can replace items for you and any following guests.

If we believe we have cause to retain some of your Good Housekeeping deposit we will of course explain and tell you why we believe this is necessary.

We understand that you are here to enjoy yourselves and while greatly respecting your privacy, we reserve the right to access the property at all times, if necessary.

Usually this only relates to the need for small repairs, replacements and of course emergencies.

At the same time, we would hope that you too would respect our privacy as “The Byre” is part of the curtilage of a residential and quiet country house and area and whereas we love parties, we would generally ask that you have sensible regard for noise levels after midnight.

## Payment types

We accept online payments via our Holiday Lettings page [<https://thebyre.im/booking>] where you will enjoy the advantage of Holiday Lettings’ Payment Protection.

We are not VAT registered.

## Cancellation

Payments and deposits are non-refundable in case of cancellation.

If you need to cancel your holiday, please advise us as soon as possible and we will use our reasonable endeavours to relet the property, if we can. Please do not submit a cancellation through the Holiday Lettings website before contacting us.

If we are successful in reletting it to someone else, we will return the balance of the rental less an administration fee of £50.

We would suggest that if you do not already have it then you might consider taking out holiday insurance, to cover yourself for the unlikely event of a cancellation.

In the extremely unlikely event that we should need to cancel your booking (for example in case of fire, damage etc.), we will refund (in full) all monies you have paid, or offer you an alternative date, if we can find one which is agreeable to you.

Our liability would not and cannot extend beyond this refund.

## Guests

As the lead person making the booking you are accepting the contract on behalf of all members of your party and you are responsible for making sure they accept the contract.

The property “The Byre at Ballavale” is let for up to 2 people.

As stated above, by arrangement — the property could sleep two more people on a sofa bed or temporary mattress. Please let us know.

The number of people staying must not exceed 4 in number (including young children).

Please tell us when you make the booking about the makeup of the group who will be staying, including any children and their ages.

You must tell us in advance, if you wish to add to the party size or change the guests stated on your booking form.

Please let us know if you want to transfer the booking to someone else once it is made.

We will be happy to allow you to change your details in advance, but we reserve the reasonable right to refuse to let the property, if the party arriving, is not the party agreed to in the booking.

We want all our guests to have a good time, but we also try to be good neighbours.

Where your party is aged between 16 and 25 years, please simply inform us and let us know, so we may confirm or otherwise, that the property is a good fit for your holiday.

## **Changing your holiday dates from an original booking**

Regrettably, we cannot give you an undertaking that we will enable you to a change of the date of your stay if you need to move the original dates of your holiday.

You will still be liable for the cost of the holiday on your original date.

In practice however, we are sensible people and we will of course, try our very best to either accommodate your changes and relet your original date or, allow you to move to your new date, whenever it is possible to so do.

## **Liability**

The property “The Byre” and its amenities are rented to you to use at your own risk.

Of course we take reasonable care to ensure that it is a safe and well maintained place to visit and stay.

In the unlikely event of a problem with your booking, our liability to you is limited to the price of your holiday.

We do not accept responsibility for injury to persons or loss/damage to possessions, unless it is caused by negligence by us, or any contractors working for us.

The Isle of Man is generally a very safe and secure place, but this includes loss or damage to vehicles and their contents, and to the personal possessions you bring with you.

Nothing in these conditions seeks to affect your normal statutory rights.

We make this booking with you as a holidaymaker, and as such cannot be liable for any business losses made as a result of your booking.

You may not carry out any form of trade or business from the property, nor may you sub-let any part of “The Byre”.

Clearly as free WiFi is available to you (free), you will be able to connect laptops, tablets etc., but we cannot be liable for performance and it is sensible to assume that the WiFi can be overloaded.

We will also provide a printer for sensible use — if you need more robust facilities during your stay, please let us know and we will do our best to accommodate your requirements.

## Arrival / Departure

“The Byre” will be available for you to move into from 3:00 p.m. on the day of arrival.

We will always seek to meet you, or have someone meet you in person, hand over the keys, run through safety information and answer any questions you have.

Occasionally, if we cannot meet and greet you, we will make arrangements to have the keys left in a secure place for your collection.

For this reason, please let us know an approximate time of arrival and your method of transport to the Island.

We are on an Island and occasionally transport can be disrupted however at “The Byre”, we are 15 minutes by road from Douglas (and the ferry terminal) and 10 minutes by road from Ronaldsway airport.

We will always try and help, if we know you have a problem.

If you need to arrive before 3:00 p.m. please let us know and we will try and accommodate you as best we can.

We would ask that you vacate the property by 11:00 a.m. please on the morning of your departure but clearly if we are not pushed for a quick “turnaround” you will find us very relaxed about checkout and we can usually store luggage etc if need be.

If you think you may arrive after 9:00 p.m. on your arrival day please let us know.

If you are arriving by plane or boat early or late, and you do not have a car or hiring then please let us know and we can arrange for a transfer for you and can recommend car hire, transportation, taxis, etc.

## Damage

Although this is something that will not be required!

We respectfully ask that you leave the property in a reasonably clean and tidy condition. The property is thoroughly cleaned between guests, so you don't need to clean, or strip beds unless you wish to.

If you cause any damage to the property or its contents, please do let us know. Accidents do happen and we will not normally charge for minor breakages such as glasses and crockery etc. if you let us know. This will help us to ensure that we fix the problem or replace the items for you and the next guests.

If there are more substantial damages or repairs and they are manifestly caused through your occupation, then we reserve the right to retain the costs of the repairs from your Good Housekeeping deposit. If those repairs and or damages exceed your deposit we reserve the right to recover the costs of reinstatement from you.

Please do not attempt to repair the property yourself if you cause any damage, and do not use stain removal chemicals on the carpets or upholstery. There is a good chance we will be able to fix the problem without any cost to you, but well-meaning attempts to fix it by guests often actually cause more damage.

## **Pets**

As a general rule we do not accept pets, but if you have a well behaved pet that you would like to have stay please talk to us prior to booking to see if an exception can be made.

## **Smoking**

“The Byre” is entirely non-smoking and you agree not to smoke in any part of the house.

Some disposable ashtrays are provided for smoking guests to smoke outdoors.

All cigarette waste must be disposed of directly into the outside bin.

Please, no ashtrays, cigarette ends or spent matches can be put into bins inside the house, under any circumstances.

## **Complaints**

Every effort will be and has been made, to ensure that you have an enjoyable, fun and memorable holiday.

If however, you have any problem or cause for complaint, please contact us immediately and we will try and resolve it.

We value your custom and we want you return and tell your friends!

If the matter is not resolved, please let us know as soon as possible.

Complaints not reported at the time cannot be verified later, so we cannot realistically help you as much with complaints made after you return home, if you have not raised them during your stay.

We would much rather be able to rectify any problems you have, put them right as soon as possible, to enable you to have a wonderful holiday and experience our beautiful Island to the full.

In the unlikely event that you inform us of a problem and we do not rectify it to your satisfaction during your stay, please put your complaint in writing to us within 21 days of the end of your stay.

## **Property description**

We take every care to ensure the accuracy of the property description. All information on our website is given in good faith and is believed to be correct at the time of going to print, but we cannot be held responsible for changes beyond our control nor information that may be provided from links to our website.

# Data Protection

The information you give us in connection with your booking is held securely on our computer system and dealt with in accordance with the Isle of Man Data Protection Act.

The Byre is registered with the Office of the Data Protection Supervisor of the Isle of Man.

By providing us with this information, you are deemed to accept this and to have the consent of all members of your party to this.

Please make sure your other party members agree to this.

We keep this information to help us to improve our service to you and to provide you with information about our holidays.

We do not pass it on to anyone else, except if we are legally required to do so or for the purposes of crime prevention.

You can ask to see what information we hold about you at any time and can ask to be removed from our mailing lists if you wish.

# Confirmation

I confirm that I have read these terms and conditions.

I agree to abide by them and to ensure that everyone in my party agrees to do so.

I understand that by signing these terms I am agreeing to enter into a contract of hire with the owners of "The Byre at Ballavale Barns".

Such contract will come into effect when my booking is confirmed.

Signed

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Print Name

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Date

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## Our Contact Details

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Isle of Man  
IM4 1EH

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**E mail:** [hello@thebyre.im](mailto:hello@thebyre.im)  
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