Terms & Conditions

Bay View HOUSE: TERMS & CONDITIONS

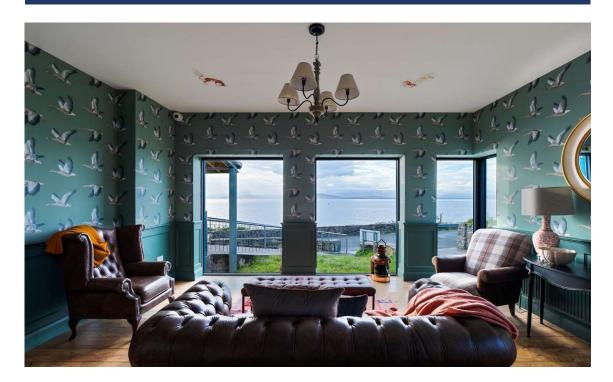


Carl O'Grady
Bay View House
1/1/2023

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Terms & Conditions

The following sets of rules, terms & conditions apply to your stay at The BAY VIEW HOUSE

- House Rules
- Cleaning on Departure Checklist
- Booking Terms & Conditions
- Party & Event Rules
- Public Bar & Entertainment Space
- Cleaning Service
- Access to the island / Ferry

These rules are designed to keep our beautiful property in perfect condition, safeguard our local environment, minimise disturbance to our neighbours and ensure that all our guests are safe during their stay. We ask that you please make everyone in your group aware of these rules in advance of arrival.

HOUSE RULES

1. Check in / Check out

Guests will be greeted off the boat that they arrive on by your host, and your baggage will be collected and brought to the house for you. On check out, your bags will be returned to the pier. Please keep us posted as to your arrival time.

Guests can arrive from 17:00 on the first day of the booking period. Check out is at 10:00 on your day of departure. It may sometimes be possible for your group to arrange a later check out time. Please contact us in advance to organise this.

The building must be left as you found it on arrival. Our staff will arrive at 10:00 on the day of departure to check the building. Please see the 'Cleaning on Departure Checklist': these cleaning tasks must be completed by your group before you leave. Failure to do so will result in a deduction of €500 from your security deposit.

2. Security deposit

Your €1,500 security deposit must be paid in full, before or upon arrival. This deposit covers any large breakages or damage to the property. Keys to the property will not be issued until the security deposit has been paid in full. Your security deposit will only be released when our staff have fully checked and cleaned the building and found everything to be in order.

3. Number of guests

The BAY VIEW HOUSE has a maximum capacity of 24 guests. It is very important that we know how many people are staying in the building every night, for fire safety reasons. Please notify us if the number of guests changes between booking and arrival.

At this time, we cannot accept booking from groups of guests under the age of 25, and we require that guests under 25 are accompanied by at least one person over 25 years of age.

4. Damage & Breakages

We understand that small breakages such as glasses and crockery can happen, but we do ask that you let us know so that we can replace them.

Please do not use blue tac/white tac or any other type of adhesive to stick decorations or items onto the walls. The wallpaper & plaster finish makes it impossible to remove this cleanly, leaving a mark that cannot be washed off.

Please do not move furniture between rooms.

5. Smoking policy

The BAY VIEW HOUSE is a no smoking building. Please do not smoke anywhere in the building. You can smoke outside on the terrace, using ashtrays. Any evidence of smoking inside the building will result in the loss of the full security deposit.

6. Rubbish disposal

All rubbish produced by your group must be emptied into the bins provided. There is a blue bin for general waste, a green bin for recycling, plus glass & can bottle banks all located to the rear of the building.

7. Parking / Cars

There are parking facilities at Roonagh Pier where you take the ferry to Clare Island. On special request, you may be able to bring a car to the island for an extended stay, depending on time of the year, tides, and weather. Contact Brian on o86 8515003 or Alan on o87 9004115 for more details. If so, then please park your car to the side of the house and not directly in front. The Clare Island roads have a max speed limit of 30km / hr. Please exercise caution due to cyclists and children on narrow roads. All mainland rules of the roads apply on Clare Island.

8. Animals

Dogs are welcome at BAY VIEW HOUSE, but this must be arranged before you arrive. You must ensure that your dog is always under control, both inside and outside the building. Please be aware that dogs are not allowed on local farmland. However, we are happy for them to walk on our site. Please read section 14 of our Terms & Conditions for full details.

9. Proper care of the property

We want BAY VIEW HOUSE to be your home from home, but we reserve the right to inspect the building at any point during your stay. If we feel that proper care is not being taken of the property, its contents, or surrounds, you may be asked to leave, and you will lose the full security deposit.

10. Respect neighbours and local environment

BAY VIEW HOUSE is in a peaceful, rural area. Please do not cause disturbance of any kind to the local area and those living in it.

11. Parties and events

If you would like to have a party or event during your stay, you must arrange this with us in advance and sign up to our 'Party & Event Rules'. If you hold an unauthorised party, you will be asked to leave, and will lose all monies paid including the full security deposit.

12. Tent

Use of the 6x3m canopy tent must be agreed in advance. A usage fee will apply. Please ask for more information.



GUEST CLEANING ON DEPARTUTRE

We ask that you leave BAY VIEW HOUSE as you found it. Guests are responsible for the following cleaning tasks before departure. Failure to do so will result in an additional cleaning charge of €500, or loss of the full security deposit.

1. Towels

Please leave all used towels in a pile in each bathroom. Please leave any unused towels folded in the bathrooms. We try to reduce our environmental impact as much as possible by avoiding unnecessary laundry.

2. Rubbish & recycling

Please empty all bins in the kitchen, bedrooms, and bathrooms. There are large bins onsite for general waste, food waste and recycling. Please remove all food items brought with you.

3. Kitchen

Please clean all kitchen surfaces and ensure all crockery, cutlery and utensils are clean and put away.

4. Breakages

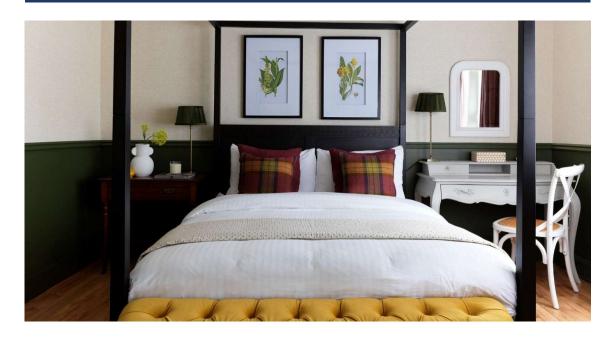
Please ensure you inform us of any breakages e.g., glasses, crockery, so that we can replace them before our next guests arrive.

5. Furniture

Please ensure that all furniture is in the position it was found on arrival.

6. Outdoor areas & BBQ

Please ensure that all rubbish is removed from the outdoor areas surrounding the building, including the tables, BBQ, and fire pits. Please ensure that no items from inside the building, such as glassware and crockery, are left outside. Please clean the BBQ if you have used it.



BOOKING TERMS & CONDITIONS

1. Lead Traveller/User

The lead traveller/booking contact, hereinafter referred to as 'the user', is deemed to have read, understood, and agreed to the House Rules, Party & Event Rules and Terms and Conditions of BAY VIEW HOUSE as detailed below, and sent by the owner in advance of check in. The user also undertakes to transmit them to all guests.

The user assumes, for the duration of the period of the booking, the responsibility of the property as well as the related land, and undertakes to refund to the owner, or to any person authorised by him, all the expenses any act of negligence or improper use may incur. Any breach found will be immediately communicated to the owner.

2. Payments & Payment Schedule

The reservation deposit must be paid at the time of signing and confirmation of the agreement. The deposit is a non-refundable payment under all circumstances. The booking is confirmed, and your reservation is final, only after payment of the full reservation deposit.

Payments must be made as stipulated in the quote and booking confirmation. The holiday house can only be occupied by the user and guests after payment of the agreed total sum, as well as the security deposit. The owner reserves the right to refuse access to the house if the full amount and security deposit has not been paid, as per the agreement.

3. Security Deposit

The security deposit must be paid before access to the holiday house is provided. The security deposit return will be processed 48 hours after departure. This is subject to a departure check being carried out by BAY VIEW HOUSE staff, and the completion of cleaning of the building by our cleaning staff. The owner will contact the user if any issues arise in relation to the return of the security deposit.

- The return of the full security deposit requires that:
- All cleaning tasks as detailed in the 'Guest Cleaning on Departure' checklist are completed by the user.
- No damage to the property or its contents has occurred.
- No other expenses have been incurred by the owner.

4. Cancellation

In case of cancellation there will be NO refunds of any payments that have already been made. There are no exceptions.

5. Arrival and departure

Guests can arrive from 17:00 on the first day of the booking period and all guests must leave by 10:00 on the day of departure, unless otherwise agreed prior to arrival with the owner.

The user, or a designated person from the group, must remain at the property on the morning of check out to meet with The BAY VIEW HOUSE staff. If this is not possible, alternative arrangements must be agreed with the owner prior to arrival.

6. Respect for our neighbours and local environment

The BAY VIEW HOUSE is in a peaceful rural area, and we make sure to maintain an excellent relationship with our neighbours. Guests must not cause disturbance of any kind to the local area and those living in it.

Between 12:00PM and 7.00AM all music must be turned to a manageable and respectful level. Doors and windows should be shut to minimise noise pollution. Any form of noise pollution outside the building is prohibited after 12:00PM, including sound installations, music, musical instruments and singing. Upon any request by the owner, or one of the neighbours, the user must immediately put an end to any form of noise annoyance. If the owner or a member of staff is required to visit the property between the hours of 12:00PM and 7:00AM due to noise, a €200 call out fee will be taken from the security deposit.

Failure to comply will result in all guests being asked to leave immediately, with loss of all monies paid including the full security deposit.

7. Number of guests

The maximum occupancy of 24 guests cannot be exceeded. The installation of tents, caravans, mobile homes, or any other additional accommodation is prohibited.

If the user is found to have more guests staying than agreed at the time of booking, the owner reserves the right to cancel the booking and to require all guests to leave the premises immediately.

8. Group bookings and age restrictions

BAY VIEW HOUSE does not accept bookings from groups of guests under the age of 25, or from stag and hen parties, unless otherwise agreed with the owner in writing. Guests under the age of 25 must be accompanied by at least one person over 25 years of age.

We reserve the right to refuse check-in to such groups and will not refund any monies paid in advance in the event of non-disclosure of information.

9. Fire & safety equipment

Do not under any circumstances tamper with or cover the smoke or carbon dioxide detectors in the building. It is a criminal offence to do so and puts the safety of the guests and the building at risk.

Any tampering with safety fixtures, fittings and equipment will result in all guests being asked to leave immediately, with loss of all monies paid including the full security deposit.

10. Smoking policy

The whole building is non-smoking. Any sign or smell of smoking in the building will result in the user losing the full security deposit.

Smoking is allowed outside on the terrace. Guests will always take care that cigarette butts are safely disposed of in an ashtray, or a trash can placed on the terrace, taking care not to cause fire. The garden, terrace and parking areas are not ashtrays. A fee of €150 will be deducted from the security deposit if cigarette butts are found in any of these areas.

11. Out of bounds areas of the building

Guests are prohibited from entering the main electrical room, storage closets and the external boiler room. The user must inform the owner immediately if there is an issue with

any building services or facilities. Staff will come to the property to resolve any such issues if required.

12. Furniture

Furniture should not be moved between rooms. Mattresses and beds cannot be moved under any circumstances. At the end of the booking period everything must returned to the position it was found on arrival.

13. Animals at BAY VIEW HOUSE

Dogs are welcome at BAY VIEW HOUSE with prior approval of the owner. Dog owners are fully responsible for the behaviour of their dog and must ensure that:

- The dog is always kept under control.
- The dog is clean and does not bite or damage the furniture.
- The dog is kept off all furniture, beds, and carpets.
- The dog does not go into the bedrooms.
- The dog is not the cause of a noise problem, such as excessive barking.
- The dog is never left alone in the house.
- The dog sleeps in their cage or in the shed
- Any dog faeces are immediately removed from the grounds of the house and disposed of appropriately.

Any extra cleaning required due to dirt or damage by the dog, or failure to adhere to any of the above conditions, will result in a deduction to, or loss of the full the security deposit.

Please note that farmers in the local area do not allow dogs onto their land, even when kept on a lead. Dogs are not permitted on most of the walking trails in the surrounding area.

14. Rubbish

Waste sorting is mandatory. Each bin is clearly marked indicating what it should be used for. There is a large general waste bin, recycling bin and a food waste bin on-site. All outdoor areas surrounding the house must be cleared of rubbish before departure.

15. Parties and events

It is prohibited for any party or event to take place without the prior knowledge and consent of the owner. Unauthorised parties or events will result in all guests being asked to leave immediately, with loss of all monies paid including the full security deposit.

All authorised events and parties must adhere to our Party & Event Rules. Any party or event that violates House Rules, Terms & Conditions or Party & Event Rules will result in all guests being asked to leave immediately, with loss of all monies paid including the full security deposit.

16. Guest safety and behaviour

BAY VIEW HOUSE reserves the right to terminate this contract if the behaviour or conduct of any guest, either prior to or during a stay, is likely to endanger the safety or well-being of other guests in the group, or the guest themselves, or if the behaviour or conduct of any guest is deemed to be offensive, threatening or disturbs other residents of adjourning properties and businesses.

17. Sanctions for non-compliance

If guests do not behave in accordance with the terms of this contract, the owner reserves the right to cancel the booking and require them to leave the premises immediately. If this occurs before the end of the agreed booking dates, the user cannot, in any case, require reimbursement of any of the sum of booking monies paid.

18. Damage disclaimer

The owner can in no way be held responsible for damages incurred by guests, or to their property during their stay at the holiday house. Cars parked in the car parks, and their contents, are left at the owner's risk.

19. Lost and forgotten items

Lost or forgotten items can be returned upon request, at a minimum administrative cost of €15 to cover postage and packaging. This cost may increase depending on the size of the item and the return location. A quote for return postage will be provided and must be paid in advance.



PARTY & EVENT RULES

The following rules apply to all parties and events held at BAY VIEW HOUSE. They are designed to keep our property and our guests safe. If you are not 100% sure that you and everyone in your group can adhere to these rules, then BAY VIEW HOUSE is not the place for you. As lead traveller and group contact you are financially and legally responsible for the behaviour of your group, and its treatment of BAY VIEW HOUSE building and surrounds. It is also your responsibility to ensure that everyone in your group has been sent, and agrees to adhere to, these rules. Failure to comply with these rules may result in your group being asked to leave the property early and you will lose all monies paid including the full security deposit.

- 1. All parties and events must be authorised by the owner in advance. Unauthorised parties and events are prohibited.
- 2. All authorised parties and events must fully adhere to BAY VIEW HOUSE Rules, Terms & Conditions and Party & Event Rules as set out.
- 3. If the owner or staff feel that proper care is not being taken of the property, its contents or surrounds during a party or event, a house inspection will occur. If it is found that any of BAY VIEW HOUSE Rules, Terms & Conditions or Party & Event Rules are not being followed, the group will be asked to leave immediately, with loss of all monies paid including the full security deposit.

- 4. Only guests staying at BAY VIEW HOUSE may attend a party or event held at the house. In special circumstances the owner may make exceptions. However, this must be agreed in writing before a group arrives to check in.
- 5. BAY VIEW HOUSE reserves the right to terminate this contract if the behaviour or conduct of guests, either prior to or during a party or event, is likely to endanger the safety or well-being of any guest in the group, or if the behaviour or conduct of any guest is deemed to be offensive, threatening or disturbs other residents of adjourning properties and businesses.
- 6. All parties and events must adhere to the rules in relation to noise disturbance. Between 12:00PM and 7.00AM all music must be turned to a manageable and respectful level with doors and windows shut to minimise noise pollution. Any form of noise outside the building is prohibited after 12:00PM, including sound installations, music, musical instruments and singing. Failure to adhere to these rules means your group may be asked to leave immediately, with loss of all monies paid including the full security deposit.
- 7. BAY VIEW HOUSE does not accept bookings from groups under the age of 25, or stag and hen parties unless otherwise agreed in writing. Guests under the age of 25 attending any party or event must be accompanied by at least one person over 25 years of age.
- 8. If a group does not provide the owner with correct information, or in the event of any other non-disclosure of information in relation to the holding of a party or event, the owner reserves to right refuse check-in or to ask the group to leave the premises immediately. Any monies already paid will be lost including the full security deposit.
- 9. Any damage caused during a party or event, more than the security deposit, must be paid for in full within 24 hours of departure. Further payments may be required where the owner requires time to get an accurate price for repairing any damage.

NOTE: If a group is asked to leave the property early for any reason it will result in the total loss of all monies paid and their security deposit.

THE PUBLIC BAR SPACE

Bay View House holds a full 7-day Publican Licence which is used for weddings and special events. A full 7-day licence is governed by the state and requires supervision of patrons and prevents the consumption of alcohol not purchased on the premises.

The Public Bar is open to the public on predetermined occasions during which time Bay View House will not be available for rental.

The Public Bar / Entertainment space is made available to guests of Bay View House on a dry basis (no alcohol) from 2pm to 11pm daily. Guests are not allowed to bring their own alcohol into the bar space during that time. Guests can use their own alcohol in the other entertainment spaces throughout the house such as the kitchen, dining room, cigar lounge and outside spaces. CCTV is operational in the bar space ONLY to monitor these rules. If

guests would like us to provide bar service during their stay, providing a full range of alcoholic drinks, please contact us for more information.

CLEANING SERVICE

As part of your rate, Bay View House provides a cleaner, for 2 hours per day, from 2pm until 4pm, 5 days out of 7 during a full week stay or daily on short stays. The cleaner is responsible for a light clean of public spaces only. The cleaner is not responsible for cleaning bedrooms or changing beds while the house is occupied. Additional linen can be provided on request.

Additional cleaning services can be provided on request. Please contact us for rates.



ACCESS TO THE ISLAND / FERRY

Roonagh Pier is an open harbour and susceptible to bad weather in the off season (October to March). As such, the ferry operators us alternative ports such as Old Head \mathcal{E} Cloughmore in Achill Island when weather does not allow access to Roonagh Pier. In such a situation the following applies.

1. If weather conditions prevent the ferry from running on a day in which you were to travel to the island to begin your stay at Bay View House, then the equivalent of 1 nights stay at Bay View House, will be deducted from your booking to support your nights' accommodation on the mainland, until the ferry resumes operation the

- following day. Bay View House is liable for no additional costs in such a circumstance. Our staff will support you in making these contacts on the day.
- 2. If weather conditions prevent the ferry from running on a day in which you were to leave the island to finish your stay at Bay View House, then the equivalent of 1 nights stay at Bay View House, will be offered to you free of charge to support your nights' accommodation on the island, until the ferry resumes operation the following day. Bay View House is liable for no additional costs in such a circumstance. Our staff will support you in making these contacts on the day.
- 3. If you arrive on Clare Island via Roonagh Harbour, and you have a car left at Roonagh Harbour, and the ferry is redirected to an Alternative Port (Old Head or Cloughmore) on your departure day, then you would require contacting the ferry Company to secure the bus service, to transport you from the alternative port to Roonagh Point, to access your vehicle. The cost of this service is yours to pay. The Ferry Operators are contracted by the Department of Rural Affairs to operate the subsidized ferry service and road transport service to Clare Island from Roonagh Pier or the Alternative Ports. Our staff will support you in making these contacts on the day.
- 4. If you arrive on Clare Island via Alternative Ports, and you have a car left at the Alternative Port, and the ferry operates to Roonagh Port on your departure day, then you would require contacting the ferry Company to secure the bus service, to transport you from the Roonagh Point to the Alternative Port, to access your vehicle. The cost of this service is yours to pay. The Ferry Operators are contracted by the Department of Rural Affairs to operate the subsidized ferry service and road transport service to Clare Island from Roonagh Pier or the Alternative Ports. Our staff will support you in making these contacts on the day.