

# Our Standard Booking Terms and Conditions

**THESE ARE THE TERMS AND CONDITIONS, WHICH APPLY TO YOUR STAY. PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM.**

## Definitions

All Stays featured in our Website are offered for sale by Captiva Wexford, hereinafter referred as the “Company”. In these Booking Terms & Conditions the following expressions shall have the meanings defined hereunder:

“Booking” means the steps taken by the Guest to enter into a Contract with the Company.

“Booking Terms & Conditions” means these terms and conditions and the information contained in the relevant Company’s Official Website and/or other information which will form the express terms of your Contract with the Company.

“Company” means Captiva Wexford, whose registered address is Killincooley, Kilmuckridge, Co. Wexford, Ireland, who organises Stays and sells or offers them for sale, whether directly or through a Sales Agent.

“Contract” means the contract concluded between the Company and the Guest relating to the relevant Stay which is evidenced by the issue of the confirmation invoice sent by the Company or its Sales Agent to the Guest.

“Unavoidable and Extraordinary Circumstances” means any unforeseeable and unpredictable event out of the Company’s control including Acts of God (such as, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riots, civil disturbances, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

“Stay” means the duration of any stay in Captiva Wexford

“Official Website” means the set of related web pages, documents and hypertext links served from the web domain [www.captivawexford.com](http://www.captivawexford.com)

“Guest” means each and every person, including minors, named either on the Booking confirmation or on the invoice issued by the Company.

“Sales Agent” means the person or travel agency that sells or offers for sale the Stay put together by the Company, on its own or on behalf of the Company.

## 1. Booking Procedure and Deposit

In order to proceed with a Booking, the Guest must contact the Company or one of the Company’s authorised Sales Agents or representatives.

1.1 By booking a Stay, the person making the Booking confirms, agrees and accepts that all persons named in the Booking request and on the invoice have agreed to be bound by the Booking Terms & Conditions and that he/she has authority to accept these Booking Terms & Conditions on behalf of all the persons named on the Booking request and invoice.

1.2 A non-refundable deposit of €999 per guest party for a stay up to 14-nights is due and payable by the Guest at the time of Booking.

1.3 A Booking will be completed and the Contract will be effective only when the Company accepts the Booking by sending a confirmation invoice to the Guest or to the Guest’s Sales Agent.

## **2. Contract**

2.1 Every Stay is subject to availability at the time of Booking. No Contract shall be made until the deposit or the full amount (according to the present Booking Terms & Conditions) is paid and the confirmation invoice provided to the Guest.

2.2 Full payment is required no later than 63 days prior to arrival for bookings less than 14 days in duration. (93 days for stays of 15 nights or more)

2.3 If the Booking application is made within 63 days prior to arrival (93 days for stays of 15 nights or more), then full payment must be sent at the time of Booking.

2.4 If any Guest fails to pay the balance 63 days prior to arrival (93 days for stays of 15 nights or more), the Company has the right to cancel the Booking without notice and levy cancellation charges, whether the Stay is resold or not.

## **3. Prices and Price Guarantee**

No change to the Stay price will be made within the 20-day period before arrival or once full payment has been received by the Company.

## **4. Insurance**

The Company recommends that every Guest should have adequate insurance policy which covers them sufficiently for Stay cancellation, medical assistance and expenses, loss and/or damage of the luggage, from the time the Contract has been confirmed as Booked to the end of the Stay.

## **5. Booking Changes requested by the Guest**

5.1 The Guest is entitled to transfer his/her Booking to a third party, provided that:

(i) said third party satisfies all the conditions for the use of the Contract; and

(ii) written notice is duly sent to Captiva Wexford no later than 7 working days before arrival of the Stay. If the conditions stated above in this clause are met, the name change will in any case be subject to a fee of €50 per change, reflecting the costs for the Company of effectuating the transfer. Name changes requested within 7 days of the arrival will be considered as cancellation. The Guest and the third party contract assignee shall be jointly liable to Captiva Wexford to pay the price of the Contract and any additional cost that may arise as a consequence of the change in Guest.

5.2 Furthermore, even after the confirmation invoice has been issued, the Guest is also entitled to exchange, once only, the purchased Stay ("Original Stay") with another Stay ("New Stay") on the following conditions:

i. the date of arrival of the New Stay is later than that of the Original Stay;

ii. the request for the substitution of the New Stay in place of the Original Stay is received by Captiva Wexford not later than 30 days before the date of the scheduled arrival of the Original Stay and there is availability on the New Stay;

iii. the expected date of arrival of the New Stay falls within 90 calendar days from the expected date of arrival of the Original Stay.

If the conditions stated above in this clause are met, the substitution of the Original Stay with the New Stay will in any case be subject to the following administration fee of per €50 Guest party.

Any subsequent arrival date change will result in a fee of €50 per guest party.

It is understood that, in addition to the administration fee mentioned above, if the price of the New Stay is higher than that of the Original Stay, the difference in price as well as in insurance premium will be borne exclusively by the Guest.

On the other hand, if the price of the New Stay is lower than that of the Original Stay, no reimbursement will be due to the Guest.

In case of substitution of the Original Stay with the New Stay, the Guest will still be entitled to withdraw from the Contract and therefore cancellation fees will apply; cancellation fees will be based on the price due (as per above provisions) and the scale provided under clause 6 (Cancellation by the Guest) according to the Original Stay arrival date.

Captiva Wexford will make reasonable endeavours to comply with the Guest requests for changes to flight, transport or other services arrangements and adapt them to the New Stay. In no case whatsoever will Captiva Wexford be held liable for change requests that cannot be satisfied.

5.3 Save as provided above, other changes to the Booking may be requested (even after the confirmation invoice has been issued) until 63 days prior to arrival, subject to a minimum administration fee of €50 per guest party per amendment. Any additional costs that may arise as a consequence of the change will be exclusively for the Guest's account.

5.4 Requests of amendments to the Booking received by Captiva Wexford beyond the above time limits will be treated as cancellations and the cancellation charges detailed in clause 6 below will apply.

## **6. Cancellation by the Guest**

6.1 Cancellation of the Booking must be requested in writing (registered letter or email to) to the Company or via the Guest's Sales Agent. The cancellation notice must be sent to the Company at least one working day before arrival within 3pm GMT.

6.2 To cover the estimated loss incurred by cancellation, the Company will levy cancellation charges in accordance with the following scale:

- 63 days or longer before departure – Deposit is non-refundable
- 62 to 42 days before arrival – 75% refund
- 41 to 29 days before arrival – 50% refund
- 28 to 15 days before arrival – 25% refund
- 14 to 6 days before arrival – 0% refund

“no-show” upon arrival and Stay breaking shall be dealt as a cancellation made on the day of arrival.

6.3 It may be possible for the Guest to claim these cancellation charges from his/her travel insurance provider, subject to any applicable deductibles. It is the Guest's responsibility to make such a claim under the terms of his/her insurance policy.

## **7. Booking Changes Effected by the Company**

7.1 Arrangements for the Stay are made many months in advance by Captiva Wexford. Very occasionally it may be necessary to alter them; therefore, Captiva Wexford expressly reserves the right to change the arrangements for the Stay, as does the Company for the Stay, should such changes become necessary or advisable for operational, commercial or safety reasons.

7.2 Guests must notify the Company of their decision in writing or via their Agent within 7 days of receiving the notification of alteration or the period indicated. A failure to revert within this period will result in the alteration being accepted and any cancellations after this period shall attract cancellation charges

7.3 If Captiva Wexford has to make a significant change or cancel before arrival, Captiva Wexford, where compensation is appropriate, will reimburse of all monies paid to Captiva Wexford depending on the circumstances and when the significant change or cancellation is notified to the Guest, subject to the following exceptions listed below compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where Captiva Wexford is forced to make a change or cancel as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which Captiva Wexford could not have avoided with all due care

7.4 No compensation is payable for minor changes and Captiva Wexford cannot accept liability for expenses that may be incurred if Guests have to change or cancel any arrangements they might have made before the minor change was notified to them before arrival.

7.5 Very rarely, Captiva Wexford may be forced to change or terminate a Stay after arrival but before the scheduled end of the Stay as a result of Unavoidable and Extraordinary Circumstances. In particular, when unexpected events occur, Captiva Wexford may be required to act to protect the safety of its Guests or property.

## **8. Cancellation by the Company**

8.1 The Company reserves the right to cancel any Stay at any time by giving written notice to the Guest but shall not be liable for additional compensation, if the cancellation is due to an event of Unavoidable and Extraordinary Circumstances and/or any unusual /or unforeseeable circumstances beyond the Company's control, the consequences of which could not have been avoided by the Company even though it has exercised all due care;

8.2 The Guest's decision must be notified to the Company in writing or via their Sales Agent within 7 days of the notice of cancellation or otherwise instructed by the Company communication.

8.3 Without prejudice to the above, the Company reserves the right to reject or cancel new bookings made by or on behalf of former Guests who, during a previous Stay: poor behaviour; damaged and/or endangered Company's assets or did not solve outstanding debts with the Company.

The Guest will be informed of the rejection or cancellation made under the present article in writing.

## **9. The Company's Liability**

9.1 The Company is not responsible for any improper or non-performance which is wholly attributable to the fault of the Guest.

9.2 For claims not involving personal injury, death or illness the Company's liability for improper performance of the Contract shall be limited to the price which the affected Guest paid for the Stay (not including insurance premiums and amendment charges).

## **10. Guest's Responsibility**

10.1 No Guest shall bring any animals whatsoever, except for recognized service dogs

10.2 the Company will be under no liability whatsoever to any Guest in respect of any breach or non-observance by any Guest of the provisions of this clause and any Guest shall indemnify the Company against any loss or damage occasioned to the Company by such breach or non-observance.

10.3 Guest's behaviour must not affect the peace of our neighbours.

10.4 Guests must not bring firearms, ammunition, explosives or flammable, toxic or dangerous substances, goods or articles onto the property,

10.5 Guests shall be liable for any damage suffered by the Company as a result of the Guest's failure to comply with their contractual obligations. In particular, the Guest shall be liable for all damages caused to the property or its furnishings and equipment, for injury or loss to other Guests, and also for all penalties, fines and expenses attributable by the Guest that the Company, may be liable to pay.

## **11. Complaints**

Any Guest with a complaint whilst on a Stay must bring it to the attention of the company as soon as possible. Any complaint must be notified in writing to the Company within 28 days of the termination of the Stay. Failure to report the complaint within this time may adversely affect the Company's ability to deal with it. No claims for illness will be accepted. Complaints relating to any other part of a Stay must be made promptly to the Company or the supplier quoting your booking dates. Any complaint concerning your stay will be dealt with carefully and fairly by the company. Once your complaint has been fully investigated in accordance with this procedure we will inform you of the outcome. If the complaint is upheld, then any compensation that may be awarded would be subject to our compensation terms and conditions. To submit your complaint in writing, please send an email to [captivawx@gmail.com](mailto:captivawx@gmail.com) and our team will investigate this matter further.

## **12. Data Protection**

12.1 The Company requires personal information including but without limitation to name, address, and email address. The Company may pass this information on to other relevant individuals such as travel agents or other transport providers, security and/or credit verification companies, credit and debit card companies or any governmental or public authorities, either as required by law or regulation or, if required by other such bodies. The company may also circulate a Guest list to all Guests prior to the Stay which will include the names of each Guest.

12.2 The Guest consents to such transfer of information. It is the Guest's responsibility to make sure that information, which the company holds about them is up to date and accurate.

12.3 Personal data relating to individual Guests shall be collected, processed, stored and used securely and in accordance with relevant data protection laws. Guests consent to the collection, processing, storing and use of their personal data to enable the Company to perform the stay. This may include providing Guest details to Governments, immigration, police, and other competent authorities and or as may be required by law. In the case of emergencies the Guest consents to the Company providing personal data to doctors, next of kin, the Company insurers and advisors and the Guest's medical insurers. Personal Data shall only be kept for as long as is necessary or required by law.

## **13. Variation**

No variation of these terms shall be effective unless in writing and signed by the Company.

## **14. Smoking & Vaping Policy**

14.1 Smoking & Vaping is **Strictly Prohibited** on any part of our property, including our external Terrace Bar & Balconies.

14.2 Captiva Wexford reserves the right to evict without refund any Guests to be found smoking or vaping on our property.

## **15. Liability of Employees Servants and Subcontractors**

It is hereby expressly agreed that no servant or agent of the Company including independent subcontractors and their employees as well as the underwriters of these parties shall in any circumstance whatsoever be under any liability whatsoever beyond these Booking Terms & Conditions and these parties may invoke these Booking Terms & Conditions to the same extent as the Company.

## **16. Law and Jurisdiction**

The present contract is governed by Irish law. Should any dispute arise on the interpretation or application or performance of the present contract, it will be deferred to the exclusive jurisdiction of the Courts of Ireland.

## **17. Errors Omissions and Changes**

Every effort has been made to ensure accuracy of the Company's brochure and/or of the Official Website content but certain changes and revisions may take place after the printing of the Company's brochure and/or the publishing of the Official Website. Since the Booking Terms & Conditions applicable to the Stay are those in force at the time of completing the Booking, irrespective of those published in the relevant Company's brochure, it is recommended to check with the Sales Agent or by visiting the Company's Official website for the most up to date Booking Terms & Conditions.