

## BOOKING FORM:



Endfield House  
The Promenade  
Port St Mary  
Isle of Man  
IM9 5DE

### REQUESTED BOOKING DATES:

Arrival date: \_\_\_\_\_ Please note: *Check In: 3 pm*  
Departure date: \_\_\_\_\_ *Check out: 11 am*  
Number of guests: \_\_\_\_\_

Email:

[hello@bythesea-iom.com](mailto:hello@bythesea-iom.com)

Tel: +44 (0)7860 340 200

### TOTAL PRICE PAYABLE:

DEPOSIT:

BALANCE TO PAY:

Name of guest	Contact no.	Address	Age if under 18	Double (D) or Single (S)

**PLEASE NOTE THIS IS A NO SMOKING PROPERTY.**

Please sign and print your name to confirm that you agree to the quoted price as well as the T&C booking terms for you and your guests which can be found on our website as well as being attached to this document overleaf:

<https://www.bythesea-iom.com/prices-and-booking/>:

\* Signature

\*Print

- **Once the deposit has been received, we will provide confirmation of your booking. On payment of the balance invoice, we will provide the key code, plus directions to the apartment and emergency contact details.**

# BOOKING FORM:



## **Terms and conditions of booking**

Reservations of all holiday accommodation whether made by telephone, email, in person, in writing or from the internet are accepted on the following conditions:

### **Contract of Hire**

The hiring contract will be between you, the Hirer and *By The Sea IOM* (owner of the property) for which the booking is made. The hire contract shall be deemed to be made subject to these 'Conditions of Hire' and governed by Isle of Man law. The 'Contract of Hire' is not effective until you, the Hirer, has received emailed confirmation of the booking and the deposit is received by us. The 'Contract' is for the hire of the property for holiday purposes only.

### **Deposit**

Bookings will be confirmed upon receipt of the required deposit payment of £250 to secure the booking. If the booking is made within six weeks of the holiday start date, the full holiday rental amount should be paid at the time of booking. Deposits can be paid by BACS transfer or PayPal.

**For the Isle of Man TT races** a non-refundable deposit of 50% of the total holiday cost is taken for bookings; with the balance payable 12 weeks in advance of the booking start date. This is simply to ensure no loss of income in the busiest island period.

### **Paying the balance**

The balance of the booking cost will be due for payment one month (30 days) before the holiday commencement date, with an invoice being sent 6 weeks prior to the start date. On receipt of the balancing payment, advice on key arrangements and directions to access the property will be sent. *By The Sea IOM* reserves the right to cancel a holiday where full payment has not been received less than 21 days before the holiday commencement date. The deposit paid on the booking is non-refundable but can be used to reschedule a booking if changes have to be made for unforeseen circumstances - you should contact us as soon as you know there is a problem.

### **Method of payment**

BACS transfer with booking reference or by PayPal using the booking reference. An invoice will be sent.

### **Amendments to your booking**

Amendments to bookings, could be subject to an administration fee of £25. Please enquire.

### **Booking cancellation**

If you are forced to cancel your holiday you must advise us as soon as possible. Please let us know by phone and email of your intention to cancel. The receipt of the email is the cancellation date.

- If you cancel your booking within 30 days of the commencement of the start date: no deposit refund will be made.
- If you cancel more than 30 days before your booking start date, we can use your deposit in the form of a credit note for another date in the future (valid for up to 24 months).
- We will not refund the deposit under any circumstances.
- We highly recommend you take out travel insurance to cover unexpected eventualities.
- If your ferry or flight is cancelled to the Island you will still be liable for the full cost of accommodation. If we have space available within the time frame, then we will still accommodate you, however this depends on our bookings schedule. We will try hard to help!

### **Number of resident guests**

The number of guests is specified in the booking form (sleeps 7 plus flexibility of sofa-bed) and there should not be more persons staying at the property than declared. Only those listed on the booking form may occupy the premises. The person who completes the booking - the lead name - certifies that they are authorised to agree to the Booking Conditions on behalf of all guests, including any changes. The lead name must be one of the guests occupying the property. The lead name agrees to take responsibility for all members of the party who must be named on the booking.

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If you need to alter the number of guests then please advise, however Endfield House cannot accommodate more than 7 adults.

By The Sea IOM reserves the right to refuse admittance if this condition is not observed.

We reserve the right to refuse or revoke any bookings from parties that may not be suitable for the property.

### **Responsibilities of the guests**

You will be responsible for the property for the whole of the booking period. You are expected to take all reasonable care of it. If a property is not left clean and tidy at the end of the holiday, any additional cleaning costs will be charged to you.

This is a no-smoking property including the courtyard at the rear of the house. No pets and please consider the neighbours in the apartments above and below.

Should there be any specific health or mobility difficulties which may affect a guest; this must be pointed out at the initial reservation stage to ascertain the suitability of Endfield House. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. The property must be vacated by the specified time of departure, along with any vehicle in the garage. All of your private property must be taken with you when vacating the holiday rental. We cannot guarantee the return of lost property following departure.

### **Damage**

All damages and breakages are the legal responsibility of the Hirer, and should be notified to the housekeeper before the end of your holiday. The cost of damage or breakages shall be payable on demand. Normally, minor damage or breakages will not be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonably to be expected, By The Sea IOM reserves the right to charge you for any additional costs incurred as a consequence and may, at its discretion, refuse further bookings.

Should you find any damage or items not working on arrival, they must be reported to the housekeeper immediately, so that this can be rectified. The Agent's representatives has the right to enter the property (without prior notice if necessary) if an emergency arises (e.g. if an urgent repair needs to be undertaken).

In extremis, By The Sea IOM reserves the right to repossess the Holiday home, if you or any member of your party has caused material damage to the property. By The Sea IOM shall not be liable to make a refund of any remaining portion of the payment made in this situation.

### **Legal**

In the event of any dispute between parties it shall be governed by the jurisdiction of the Isle of Man courts only and any actions shall be heard in the court for the area in which the property is located unless otherwise agreed between the parties. However, it is hereby agreed and declared that all reasonable endeavours will be used to resolve the dispute arising between you and us without immediate recourse to litigation. If not mutually resolved, it is further agreed that all reasonable endeavours will be used to resolve the dispute by a formally recognised alternative dispute resolution process i.e. mediation, arbitration or expert determination.

Sara Cox

c. By The Sea IOM 25th Jan 2024