

Disclaimer/Terms and Conditions for the interpretation and listing of properties at www.ballycastleonline.com – May 2009

1.0 Supply of the Service

1.1 "ballycastleonline.com" is hereby known as a trading name of Anthony Devlin for the provision of listings on the internet directory www.ballycastleonline.com

1.2 ballycastleonline.com provides listing services on the directory and in this sense the reader or client/customer seeking such services agrees that they accept full responsibility for any services that they purchase from businesses listed on the site.

1.2.1 Customers understands that ballycastleonline.com is only acting as an agent and that any specification or property listing on the site MUST be verified by the customer especially before any transactions of a financial nature take place.

1.3 ballycastleonline.com may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of any listings, links or information.

1.4 It is the customers responsibility that they highlight ANY unhappiness about any product or service or property directly to the property or business owner and that the customer understands and indemnifies ballycastleonline.com against any actual or perceived damages howsoever caused.

2.0 Booking Fees and Charges

2.1 Bookings Fees are NOT refundable so please do not pay them if you do not accept these terms and conditions of service.

2.2 All charges quoted to the Customer are exclusive of any Value Added Tax.

3.0 Warranties

3.1 The Customer accepts that ballycastleonline.com shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any situations were they have purchased services or products listed in the directory. The customer accepts that they have full responsibility for any holiday bookings or product purchases and they should consider taking out holiday insurance were appropriate.

3.3 Ballycastleonline.com shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of ballycastleonline.com, its servants or agents or otherwise) which arise in connection with the provision of the Specified service or listing their use by the Customer, and the entire liability of ballycastleonline.com under or in connection with the contract shall not exceed the amount of ballycastleonline.com charges for the provision of the Specified Service.

3.4 ballycastleonline.com shall not be liable to the Customer or be deemed to be in breach of any contract by reason of any delay in performing, or any failure to perform, any of ballycastleonline.com obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond ballycastleonline.com reasonable control.

3.5 ballycastleonline.com can only act as an agent for a property owner and is in no way responsible for the property, its specification and any photographs displayed on the site. The customer agrees to indemnify ballycastleonline.com against any actual or perceived damages based on the service they receive or the quality of a property listed in the internet directory.

10.0 General

10.1 These Conditions together with any terms set out in the Agreement (if any) between ballycastleonline.com and the Customer constitute the entire agreement between the parties, supersede any previous agreement or understanding and, may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

10.2 These Conditions shall remain in force for the term of the agreement between ballycastleonline.com and the Customer. Upon renewal of the agreement ballycastleonline.com reserves the right to update, alter or amend these Terms and Conditions of Service as it sees fit to comply with any statutory, legislative and/or technical changes or to enhance and improve the services it offers to its customers and the efficiency of said services and for expediency.

Upon such changes being made the renewal notice sent to the Customer shall draw the Customer's attention to the change(s) and the Customer shall then be entitled to decide whether to renew the Service on the new terms or exercise its right to terminate the Specified Service with ballycastleonline.com and continue on the existing terms until termination is effective.

10.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be either (a) in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this section to the party giving the notice; or (b) by email to the last known email address of the other party, unless notified of a change of email address by that other party pursuant to this section.

10.4 No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

10.6 Any dispute arising under or in connection with these Conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party.

10.7 Northern Ireland law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the Northern Ireland courts.