



Isle of Man Office of Fair Trading

Guidance to Assist Consumers who have Bookings with Accommodation Providers in the Isle of Man

This guide is intended to provide assistance to consumers who have bookings with accommodation providers in the Isle of Man which are affected or likely to be affected by restrictions on businesses, travel to the Island or movement of people in the Island or other jurisdictions.

The advice is not intended to be an authoritative statement of the law and should not be relied upon as such. The OFT accepts no liability for any reliance by consumers on this guidance.

It may also be the case that the terms and conditions of your booking mean that Isle of Man law does not apply or that the Isle of Man Courts do not have jurisdiction to hear any claim, particularly if you have booked via an internet site.

Contacting the person with whom you made your booking

1. The first option should be to contact your accommodation provider or the other person through whom you made the booking to ask for a refund, credit note or to change the date of the booking. You should check the terms and conditions attaching to your booking before contacting the accommodation provider.
2. The provider may determine to provide you with a refund or credit note as a matter of goodwill or because they are required to do because of the terms and conditions of the booking. If as matter of goodwill you are offered a credit note, you may not be entitled to a refund.
3. If you have been travelling for a specific event which has been cancelled, the cancellation of that event will not of itself entitle you to a refund.
4. If the provider refuses to do any of these, the options below may be available although none of them guarantee success in recovering monies.

Credit/debit card

5. If you booked with a credit or debit card you could try contacting your card issuer to ask them whether they would refund you under the circumstances. Under the UK Consumer Credit Act, the payment has to have been over £100 for a Section 75 claim on a credit card. The chargeback scheme for debit cards is non statutory, you

should refer to the terms and conditions of your card issuer to see if it offers protection.

Travel insurance

6. If you are covered by travel insurance you could try contacting your provider.
7. The insurer's response may differ depending on whether:-
 - a) You have been unwell or have been required not to travel; or
 - b) Are prevented from travelling because of entry or movement restrictions having force of law or because the hotel has been forced to close under law.

Small Claims

8. Ultimately, if the accommodation provider refuses to assist (and none of the above help) the only other option is to try to pursue them through the Isle of Man Small Claims Court. We cannot say whether you would be successful or not, only the Courts can make a decision in a dispute in contract.
9. Ordinarily you can only sue for breach of contract and so you should check the terms and conditions carefully. However, if the accommodation cannot be taken up because of any of the matters referred to in para 7 (b) above, you could argue the contract is "frustrated" and it should be unwound for a refund, and freeing you from further obligations to pay.
10. On the other hand, if you are ill or the event that you are wanting to attend has been cancelled, it is less likely that the Court would find that the contract is frustrated i.e. incapable of being performed.
11. It will be a matter for the Court to determine whether the contract is frustrated and much will depend on the specific facts; some contracts try and anticipate events which may arise and make provision as to what will happen in that case.
12. Before you issue any proceedings before the Small Claims Court, you should send the accommodation provider a letter by recorded delivery, give them 14 days to respond to the letter (or whatever you consider to be a reasonable amount of time to respond).
13. Explain in the letter that if they don't refund you the cost of the accommodation or allow you to book for a later date then you are willing to go to the Small Claims Court to claim the cost of accommodation back.
14. You should address your letter in a 'reasonable' tone as, if it does go to court, the Judge will look for 'reasonable behaviour' from both parties.
15. The full process for suing through the Isle of Man Small Claims Court is on the Isle of Man Courts website. Link below:

<https://www.courts.im/court-procedures/claims/small-claims-procedure/>

Internet platform bookings – unregistered accommodation

16. If you have booked through Airbnb or a similar peer-to-peer platform, your accommodation provider may not be registered under the Tourist Act 1975.
17. It is a criminal offence for tourist accommodation to be offered in the Isle of Man without being registered with the Department for Enterprise. If you wish to make a report that your accommodation provider is not registered, please contact tourismquality@gov.im at the Department for Enterprise.
18. A report to the Department will **not** secure return of any monies paid to your accommodation provider. You should not use the threat of a report to the Department as a negotiating tool. The Department will not intervene in any dispute.
19. If your accommodation provider is not registered under the Tourist Act 1975, you *may* not be able to bring a claim before the Small Claims Court. The OFT recommends that you take legal advice before suing in the Small Claims Court if you have a direct booking with an unregistered accommodation provider.
20. The OFT will not give any advice to anyone with a booking with an unregistered accommodation provider.

Issued by:

Isle of Man Office of Fair Trading
Thie Slieau Whallian
Foxdale Road
St John's
IM4 3AS
Telephone: +44 1624 686500
email: iomfairtrading@gov.im

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