

Jim Cronin Memorial Fund – Supporters Flats, Rental Terms & Conditions

Please ensure you read our Terms & Conditions carefully before signing. By completing and returning form, you are entering into a binding agreement (“the accommodation agreement”) with Jim Cronin Memorial Fund, Reg Charity No 1126939 and are deemed to be accepting these Terms & Conditions, which also form part of the accommodation agreement. **Your signed terms and conditions MUST be received by us within two weeks of your booking date (see confirmation letter for date)**

By signing the form below, you are confirming that you have read, understood, and agree to all of the terms and conditions detailed below, and that you, as the person making the booking, will be responsible for all members of your party. And that you, as the person in charge of your party, are at least 18 years old at the time of making the booking.

Check in is from 3pm. Keys are located in a key safe at the property, the code for which is written within the confirmation letter.

Check out time is 10am on the last day of your stay. If you do not leave the accommodation by the required departure time, we reserve the right to charge you a late checkout fee to cover any costs we incur.

1. Standards and behaviour

- 1.1 The welcome book in your accommodation contains important information about your stay with us, local information, emergency contact details, etc. Please ensure that you and your party read the welcome book carefully on arrival.
- 1.2 You must only use the accommodation for the purposes of your holiday. You must not use the accommodation for any other purpose, including for any business purposes.
- 1.3 You must keep the accommodation and its contents clean and tidy and leave them in the same condition as when you arrived.
- 1.4 You must not use the accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal, or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.
- 1.5 Smoking is not permitted in any part of your accommodation. You and your party must not smoke inside your accommodation. You and your party must not use fireworks or Chinese lanterns at your accommodation. You and your party must not use a barbecue at your accommodation unless we have provided one.
- 1.6 Pets are not permitted at any property. A charge will be levied for professional cleaning if pets have been allowed into a property without prior written authorisation. This may include charges for loss of business whilst the property is deep cleaned.
- 1.7 Assistance dogs only are permitted at our properties; however, you must notify us at the time of booking if you wish to bring an assistance dog with you.

Please note that if you do not comply with any of the above general terms and conditions as set out in this Section, we may need to exercise our rights under Section 5 (“Our right to evict”).

2. Maximum occupancy for your accommodation

- 2.1 You must ensure that the maximum number of persons occupying the accommodation does not exceed the maximum occupancy limits set out for either accommodation. You must not bring additional camp beds to the accommodation or allow caravans or campervans at the accommodation.
- 2.2 We set maximum occupancy limits in line with the facilities and equipment available at the relevant accommodation. Exceeding the maximum occupancy limits can overload facilities and lead to extensive damage. As such, we reserve the right to require you to leave the premises (without any compensation) if you exceed the maximum occupancy limits as described in this Section 8.
- 2.3 If you wish to hold a party or other celebration at the accommodation that would cause you to exceed the maximum occupancy limit, you must obtain our written permission in advance.

3. Damage to the accommodation or its contents

- 3.1 If you discover that anything is missing or damaged on arrival at your accommodation, you must notify us immediately on 01929 462487 or out of hours 07779 886865. If you do not notify us, we will assume that you caused the relevant damage or loss.
- 3.2 You will be responsible for 100% of the cost of any non-accidental damage or accidental damage you or your party cause to the property or its contents.

4. Our rights of access

- 4.1 Our staff or contractors may need to access your accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the date and time that we will need access.
- 4.2 If your stay with us lasts more than seven days, our staff or contractors will need to access the accommodation in order to perform a service clean and to change the linen.
- 4.3 If we do need to access your accommodation for any reason, we will always try to access the property at reasonably convenient times (other than in the event of an emergency).

5. Our right to evict

We may terminate our contract with you and ask you to leave your accommodation immediately (without any compensation being payable) if:

- 5.1 we consider that you or your party have committed a serious breach of these terms and conditions.
- 5.2 we consider that your or your party's behaviour endangers the safety of our visitors or staff.
- 5.3 any complaints are made of anti-social or unacceptable behaviour against you or your party.
- 5.4 you or your party cause an unreasonable amount of damage to the property or its contents; or
- 5.5 you exceed the maximum occupancy limit for your accommodation.

6. Our liability to you

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

Nothing in these terms and conditions is intended to limit our liability for:

- 6.1 death or personal injury caused by our negligence.
- 6.2 fraud or fraudulent misrepresentation on our part.
- 6.3 Defective products under the Consumer Protection Act 1987. or
- 6.4 Events beyond our control

We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.

An event outside our control means any act or event that is beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

7. Lost Property

If you leave any of your possessions behind at your accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. We will hold all lost property for three months, after which it will be disposed of.

8. Amendments , Cancellation and Maximum Occupancy

- 8.1 Maximum Occupancy The Retreat-4 Bedrooms = 8 Guests
 The Hideaway- 2 Bedrooms = 4 Guests – 1 Bedroom = 2 Guests
 Cedars 1 – 2 Bedrooms = 4 Guests- 1 Bedroom = 2 Guests
 Cedars 3 – 1 Bedroom = 2 Guests

8.2 If you want to change your booking

If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible.

Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes. Please note that it is not possible for us to change bookings less than two months before the start date.

If we do change your booking, you must pay us a charge of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional rental costs due as a result of the change – we will confirm the amount of any additional rental costs due at the time we change your booking. If your rental costs are lower as a result of the change – we will refund you the difference at the time we change your booking.

8.3 Cancellation

If you wish to cancel a confirmed booking you must let us know by email or in writing as soon as possible. Your booking will be cancelled with effect from the day we receive your email or written notification.

The closer your cancellation is to the start of your booking, the less likely we are to recover the cost of your booking by re-selling your accommodation. Our cancellation charges therefore increase as your start date approaches. For the purposes of the details below, the total cost means the total amount payable in relation to your booking.

No. of days prior to holiday start date Cancellation charge

More than 100 days £70

100 to 50 days 50% of the total cost

49 to 25 days 75% of the total cost

24 to 15 days 85% of the total cost

14 days or less before accommodation arrival date 100% of the total cost

8.4 If we need to change or cancel your booking

We do not expect to have to make changes to your booking, however sometimes problems happen, and bookings have to be changed or cancelled. We will only change or cancel your booking if necessary to perform or complete essential remedial or refurbishment works or for other reasons unforeseen at the time you made your booking which are beyond our reasonable control.

If we do need to change or cancel your booking, we will do our best to offer you a suitable alternative booking. If we are not able to offer you a suitable alternative, or if you do not accept the alternative we offer, we will refund you the total amount you have paid us for the booking.

If we do need to change or cancel your booking under this Section 6, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation, and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.

9. If you have a problem or complaint

We take care to ensure that our accommodation is of a high standard. However, if you have any problems with your accommodation, please contact us immediately and give us the opportunity to resolve it. We will work with you to ensure that any complaints are investigated and resolved as promptly and efficiently as possible. In considering any complaint we will consider whether we have been given the opportunity to investigate it and put matters right.

Please note that we will not tolerate any verbal or physical abuse towards any of our staff or representatives.



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If you agree to the terms and conditions as set out above, please indicate your formal agreement by signing in the box below and returning the original signed and dated form to Flat Rental, Jim Cronin Memorial Fund, Hethfelton House, Hethfelton. Wareham Dorset. BH20 6HS. Once received this contract will be countersigned and a copy will be returned to you upon your arrival at the flat. Please Note: Your booking is not confirmed until the agreement has been countersigned by a representative of the Jim Cronin Memorial Fund.

I confirm that I have read and understood the terms and conditions relating to my participation in renting the Jim Cronin Memorial Fund flat. I understand that if I fail to abide by any of the terms and conditions detailed on pages 1 to page 4 that my rental agreement will be terminated, and no refund will be given.

Signed: _____

Print Name: _____

Date: _____

Date of stay: _____

Signed on behalf of the Jim Cronin Memorial Fund.

Signed: _____

Date: _____