

# JURASSIC BAY

## HOLIDAYS

22 Ranelagh Road, Weymouth, Dorset DT4 7JD

### Terms and Conditions of Booking

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##### Definitions

"Agreement" means this Agreement and any amendments, alterations or additions which may be reasonably introduced or stipulated by the JBH at any time.

"Booking" means the confirmation of this agreement for a short stay at JBH Guest House by a Lead Guest or Third Party on submitting or signing a JBH booking form or an authorised form completed via a third party site affiliated with JBH.

"Booking Dates" means any part or the whole of the booked period given on any booking form authorised by JBH.

"Charges" means the rate/s that the Lead Guest and/or Third Party and JBH Staff have agreed for lodgings services and/or attendance by JBH Staff before during or after the agreed Term.

"Codes" means any and all of the combination codes provided for any locks that we may assign to you during your stay.

"Communal" means any communal room or area including the porchway, ground floor lounge, rest rooms, shower room, lobby areas and corridors which may be used by any Guest on a shared basis with other Guests and the Staff.

"Contents" means anything provided by us including but not limited to any and all white goods, homeware, furniture, carpets, curtains, linen, towels, utensils, implements, ornaments, tools, equipment or Fixtures and Fittings.

Context: where references are made to the singular they will also include the plural and vice versa. References to any particular gender are to be considered as non-specific. Any references to parts of this Agreement are to be referenced together with any other part of this Agreement.

"Deposit" means the amount held as security against any and all losses, costs, damages or liability caused or attributed to by any Party Member or Third Party howsoever connected.

"Fixtures and Fittings" includes references to any fixtures, fittings, floor, ceiling or wall coverings and decorative wall or ceiling furniture.

"Guest" means any member of the Party or connected Third Party.

"Guest House", "Premises" or "Property" means any part of and/or the whole Guest House including the porch situated at 22 Ranelagh Road, Weymouth, Dorset DT4 7JD.

"Insurance Policy" means the commercial insurance policy held by JBH for the Guest House.

"JBH" means 'Jurassic Bay Holidays Limited' whose registered office is 22 Ranelagh Road, Weymouth, Dorset DT4 7JD, Company Registered in England and Wales No: 10178614.

"Keys" means any and all keys loaned to you for the purpose of access to any part of our Guest House.

"Lead Guest" means the Guest who has booked the stay and who agrees to be held responsible and liable against any damages or losses for each and every child or adult in his Party. The Lead Guest is included as a member of the Party.

"Party" and "Party Member" means each and every child or adult Guest booked to stay at the Guest House at any time during this Agreement.

"Payment" means Payment of Charges under the terms of this Agreement, whether in whole or in part.

"Room" or "Suite" means any numbered room at the Guest House which may be allocated by the Staff for the non-exclusive and short-term use by the Guest strictly under the terms of this Agreement.

"Services" means linen hire, towel hire, cot hire, laundry, cleaning, administrative charges for parking, and maintaining the Suite allocated to this Booking and communal parts as determined appropriate by the Staff.

"Staff" means any authorised employee of Jurassic Bay Holidays Limited whose authority and rights in the Property are entirely referable to his/her employment contract.

"Term" means the fixed period that lodging and services are made available to the Party subsequent to the relevant booking.

"Terms and Conditions" mean all Terms and Conditions of Booking contained herein and extend to our House Rules and Policies, all notices, signs and instructions displayed in the Guest House, in our Information Packs or any other document provided by JBH.

"Termination of Booking" means cancellation of the Agreement after the Party has arrived.

"Third Party" means any person, charity, sole trader, partnership, limited company, limited partnership, public limited company or any other third party who has any financial or connection to the booking.

'Third Party Website' means any affiliated website authorised by JBH for the purpose of Booking a stay at the Guest House.

"Unpaid Visitor" means any Party Member or person (including child or baby) who arrives at the Guest House at any time who is not a fully paid up Party Member.

"Us" "our" "we" means JBH.

"Utilities" means wifi, television licence, gas central heating, electricity, and water supply for the benefit of all Guests and Staff.

"We" means the Staff and/or JBH.

"Working Day" does not include Saturdays, Sundays and Bank Holidays.

"You" "your" means any Party member and/or all Party members or connected Third Party.

## 1. General

These terms and conditions govern this contractual Agreement for a license to stay at the Guest House for lodging purposes whereby we may provide you with additional facilities and services. By completing a Booking under this *short-term license to stay agreement*, you agree to all the terms and conditions contained within this Agreement which will commence from the date and time of Booking, whether directly with us or via a third party website and that this Agreement will be governed under the jurisdiction of British law.

## 2. Your Obligations

2.1 The Lead Guest and/or Third Party jointly and severally agree:

2.1.1 that you will accept full responsibility and liability for each and any loss, damage, or claim to JBH and the Guest House which has been directly or indirectly caused by you or any Party Member,

2.1.2 that you and the Third Party (if any) have made each person in your Party aware that they will also be held jointly and severally liable for the obligations and liabilities contained within this Agreement,

2.1.3 if any member of the party does not leave at the end of the booked period, you agree to pay any costs incurred by JBH, including all legal costs to remove the party member,

2.1.4 if any losses are incurred as a result of the party member not leaving you agree to pay them, however they are incurred, and

2.1.5 in the event of any proceedings, these terms and conditions will be determined by British law.

2.2 The Agreement will commence on the Date of Booking or Booking Form date of signing, whichever date is the earlier, either on the JBH Booking Form or via a Third Party Website.

2.3 This Agreement is non-assignable to anyone other than the person who made the booking.

2.4 While every endeavour will be made to assist you in finding lost property, you agree to bear the cost of any loss or claim in relation to loss of your own property anywhere in the Guest House.

2.5 Under the terms of this contract, you understand that any person staying in the Property under any licence agreement must have a 'right to stay' as set out in Section 22 of the Immigration Act 2014 for any part or the whole Term of this Agreement or this agreement will immediately and automatically terminate.

2.6 Your obligations extend to each and all terms of this agreement.

## 3. Use of the Property

3.1 **You will not invite any unpaid adult or child into our guest house who is not included in your Party.**

3.1.1 You understand that any unpaid person arriving at the Property will not be recognised as a Party Member, will not be covered by our insurance policy and is likely to be asked to leave immediately.

3.1.2 Any and all unpaid persons arriving at the property who are unable to leave the Party (such as a child or person with additional needs) may lead to the Agreement for any one or more persons of the Party being cancelled or immediately terminated. An unpaid visitor arriving at any time during the Booking Dates may lead to an immediate Termination of Booking for the whole Party without notice for which NO REFUND will be offered.

3.1.3 Any Party Member who refuses to leave when reasonably asked to do so by our staff may lead to the Agreement being cancelled or immediately terminated for the whole Party.

3.1.4 If there are extenuating or mitigating circumstances where the booking for the unpaid visitor was unavoidable, STRICTLY at the SOLE DISCRETION OF JBH, and subject to availability, the unpaid visitor may be added as a Party Member at a **PREMIUM RATE**.

3.1.4.1 The unpaid person may not enter or remain in the premises until the premium rate has been received by JBH in full as cleared funds.

3.2 You understand that you may use your room and the Guest House Communal areas and facilities strictly under the terms of these conditions for the duration of the Booked Dates unless this agreement is cancelled or terminated.

3.3 You agree not to take any item from any communal area away from its location, including toilet rolls, hand soap and/or lotion, disposable plates and/or cutlery, anything in the communal fridge (other than your own items), ornament, any other item, fixture or fitting. You also agree not to remove any pump action hand soap or lotion dispenser bottles and/or display from your ensuite.

3.4 As a non-exclusive contractual Agreement, you understand that the Agreement is not a tenancy agreement for residential living accommodation and does not fall under the auspices of any of the Landlord and Tenant Acts or Housing Acts. Specifically, you understand you have no proprietary right to lodge or stay in the Property other than under the terms of this Agreement.

3.5 You confirm that our Guest House is not and will not be your main residential home and you agree:

3.5.1 to be held liable in the event of any losses by or claims against JBH as a result of you or any Guest in your Party becoming homeless.

3.5.2 not to make any third-party (including electoral) claim that the Property is your main residential home,

3.5.3 you have no intention to stay at the Property on a long-term basis, and

3.5.4 not to carry on in the Guest House any trade, profession, business or use the Property for any purpose other than temporary lodging.

3.6 You understand you have no right to assign, sublet, charge or part with or share lodging of the Room or any part of it, or any other part of the Property whatsoever.

3.7 You agree to keep the Room clean, tidy and not damage the Property or any part of it.

3.8 You agree to remember to keep your Suite door locked with your key at all times when you are not there. You accept full liability for any losses or damage discovered if you have not locked your door when you are absent from your booked Suite.

3.9 You agree not to leave a mess or refuse in your booked Suite or any Common Area, other than in a waste bin.

3.10 Excessive mess and/or any stains requiring extra cleaning found in your Suite after your departure will be charged to you as deemed appropriate by JBH (minimum £25).

3.11 You agree not to bring any curry into the Guest House. Curry stains can be impossible to remove and guests have made negative comments about strong odours left by other guests' curries. If you wish to have a curry, there is a very good Indian restaurant at the end of our road 'Chillies' – you agree not to bring any curry or curry leftovers back to the Guest House.

3.12 You agree to adhere to any and all notices displayed in the Room or any Communal area.

3.13 You agree not to try to reach, touch or swing on any of our fixtures and fittings, including any signs or ornamental features such as our welcome signs or resin dinosaur skull and vertebrae or attempt to slide down our banister stair rail.

3.14 You will not leave any personal effect, including any pram, buggy, pushchair, mobility scooter or refuse in any communal area or corridor.

- 3.15 For any room which includes bunk beds, you understand the top bunk bed in any room has a manufacturer recommendation of age 6+. The maximum recommended weight for the top bunk bed is 170 lbs or 77 kg. You agree to only use the bunk beds within these parameters.
- 3.16 You agree to not use additional electrical extension leads or cubes, otherwise if the mains fuse blows, you agree to be held liable for any costs, fees or losses we incur as a result of overloading the sockets.
- 3.17 The property is primarily a family orientated Guest House. As such, you understand and agree and understand:
  - 3.17.1 not to smoke or vape (with anything) anywhere in the Guest House, even with the window open;
  - 3.17.2 not to smoke in the porch or just outside the front door where other Guests will traverse.
- 3.17.3 We have implemented a 'Quiet Time' policy 9pm – 9am to allow Guests' children a good night's sleep.
- 3.17.4 If your Party comprises one or more babies, children and/or vulnerable adults, you agree to supervise and accompany them at all times while staying at our Guest House.
- 3.17.5 You agree not to make excessive noise after 9pm which may disturb other guests.
- 3.18 You agree not to harass or act in an antisocial manner or pursue a course of antisocial conduct against any person in the neighbourhood, including residents, visitors, other Licensee, us, our agents and contractors.
- 3.19 You will not use the Property for immoral or illegal purposes.
- 3.20 Whenever you leave the property unattended, you will lock all the doors and windows to your Room and turn the lights and other electrical appliances off in your Room at the switch.
- 3.21 You will not bring any animals, reptiles, insects, rodents or birds into the Property.
- 3.22 You will not make any alteration or addition to your Room or to any other part of the Property.
- 3.23 You will not undertake or commission any redecoration to the Property whatsoever.
- 3.24 You agree to observe that the Property is kept in good order and will report to us if you become aware of any other person causing damage or nuisance to any visitor, guest, other licensee or neighbour.
- 3.25 You will not touch the alarm panel, change codes on door locks or any other property owned by JBH.
- 3.26 You will not have any duplicate keys cut without our express written permission.
- 3.27 Should you lose keys to access the property you will be liable to meet our reasonable costs for replacement including the costs of fitting any new locks and the same number of additional keys that were available for the existing locks + £30 admin charge.
- 3.28 You accept that JBH and its Staff will not be held responsible for any losses of property, money, bank or credit card or any valuable item should any item go missing from any safety deposit box allocated to you during your stay.
- 3.29 You will not remove any items from the Property that belong to us.
- 3.30 **On Check-In**
- 3.30.1 Check-in is from 3pm on your arrival day, unless expressly agreed otherwise.
- 3.30.2 An earlier check-in time is strictly subject to availability and is subject to an additional fee.
- 3.30.3 You agree to keep your locker box shut and locked when not in use.
- 3.30.4 You will ensure the inside front door is latched shut and not wedged open when entering or exiting the property at any time.
- 3.30.5 When you have found your room, turn the key provided CLOCKWISE to UNLOCK the Suite door. You can lock your door from inside the Suite without the key by turning the latch.
- 3.30.6 Turn the key provided ANTI-CLOCKWISE to LOCK your Suite from the corridor.
- 3.30.7 You agree to always lock your Suite with the key if you vacate your Suite at any time and leave it unattended.
- 3.30.8 You agree to be held liable for any losses or damage incurred at any time during your stay if you leave your Suite unattended and unlocked.

#### **4 Payments**

*You agree:*

- 4.1 To pay us at the times and in the manner specified on Booking your stay whether or not formally demanded.
- 4.2 Not to withhold any payment due under this Agreement because you have paid a Deposit or any other monies to JBH.
- 4.3 To pay any additional contributions (if any) for additional use of Utilities or other Services as detailed on the Booking Form.
- 4.4 I/we agree to pay for any and all additional services requested and provided to me/us that I/we have not paid. I/we agree that JBH may charge me/us for these fees before or during my/our stay or after I/we have checked out.
- 4.5 Should you wish to vary the booked dates of your stay, any variation of dates will be completely at our discretion and depend on staff and room availability. We reserve the right to charge an additional administrative fee for any date variations.
- 4.6 Should you wish to change the room you have booked, any room change will be completely at our discretion and depend on staff and room availability. We reserve the right to charge an additional administrative fee plus any upgrade charge.
- 4.7 **Important: Key codes and keys will not be released to any Party Member until cleared funds have been received in full.**

#### **5 Deposit**

- 5.1 The Deposit will be held by us as security towards the discharge or part discharge of all liabilities referred to in this Agreement and subject to this on trust for you absolutely.
- 5.2 Any deposit balance due will be returned as soon as possible after the Suite has been checked by JBH staff and within four weeks from your booked departure date, strictly subject to:
  - 5.2.1 all keys, parking permit and any other property belonging to JBH having been returned to us, and
  - 5.2.2 in the event of repairs or replacements being required under this Agreement, additional time will be allowed for JBH to obtain up to three quotes.
- 5.3 If the Deposit shall be insufficient you agree to pay us such additional sums as shall be required to discharge all liabilities referred to in this Agreement.
- 5.4 You will not receive any interest on the Deposit.

#### **6 Indemnification**

You agree to indemnify us against:

- 6.1 all costs, losses and expenses incurred by us including (but not limited to):
  - 6.1.1 the recovery from you of any outstanding payment and any other arrears due from you;
  - 6.1.2 the enforcement of any of the provisions of this Agreement;

- 6.1.3 the cost of any bank charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by yourself or your bankers;
- 6.2 the full replacement cost of any Contents which any Party Member has broken lost or damaged;
- 6.2.1 the full replacement fee for any linen, towels or other Contents affected in the event a guest has left any bodily excretions, including (but not limited to) vomit, urine, faeces or blood (replacement required in the interests of hygiene and safety of all guests and staff);
- 6.2.1.1 MINIMUM linen charges: £15 per sheet, £35 per duvet set (including matching printed pillow case/s), £5 per white pillow case, £10 per mattress cover;
- 6.2.1.2 MINIMUM towel charge £20 per towel;
- 6.3 the cost of repairing, decorating or cleaning the Property to the same colour, material, and standard as at the commencement of the Agreement;
- 6.3.1 the full replacement cost of any Contents where cleaning cannot completely remove a stain left by any Guest Member;
- 6.4 the cost of any third-party claims against us due to the actions of or in connection with any Party Member;
- 6.5 the cost of any Party Member or Third Party claim or counter-claim including but not limited to all court fees and/or litigation costs against us as well as all of our costs losses and litigation fees (if any) if the court deems the claim unjustified;
- 6.6 the cost of any claim or counter-claim by any Party Member or Third Party should we determine the need to cancel or terminate this Agreement at any time for any reason under the terms of this Agreement;
- 6.7 interest on any amount outstanding from the date that the payment became due at 3% above the Bank of England base rate.
- 6.8 If any Party Member uses a bunk bed outside the bunk bed weight or age parameters provided in section 3, you agree to indemnify us against all claims, losses and costs in the event the bed breaks, damages are caused, and/or someone is harmed by the incorrect use of any bunk bed.

## **7 Our Agreement**

- 7.1 We agree to pay all assessments and outgoings in respect of the Property which are our responsibility.
- 7.2 We will ensure the gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended);
- 7.3 We agree that furniture and equipment supplied by us complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 7.4 We shall provide you with complimentary beverages, toiletries and toilet paper for your arrival. However, only toilet paper in the communal toilets will be replenished after you have checked-in.
- 7.5 Our relevant appliances are regularly PAT tested.
- 7.6 We will pay the service charges that we are responsible for as specified in this Agreement.
- 7.7 We will arrange for payment of premiums for any insurance of the Property and Contents belonging to us. Please note: we have no liability to insure any items belonging to you.
- 7.8 We agree to make reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable and to refund to you any payments made for any period in which the Property is inaccessible as a result of such damage unless the insurers refuse to pay out the policy monies because of anything you have done or failed to do in breach of this Agreement.
- 7.9 You understand that if possible, we will respect your personal privacy by undertaking repairs, maintenance or alterations to any Suite in between Booked Dates. However, where this is not possible, we may enter any Suite at any time to undertake the necessary works;
- 7.10 You understand that if any of your Party's effects are left in the Room or anywhere in the Guest House, we will endeavour to return them by sending an email to the Lead Guest or Third Party (if applicable) to determine the best way to return the property; however,
- 7.10.1 If the Lead Guest or Third Party does not respond to us within 5 working days, we reserve the right to dispose of your personal effects howsoever we determine.
- 7.11 While every effort will be made to accommodate your Booking requirements, we reserve the right to change your Booking to an alternative Suite without notice. We will endeavour to match your accommodation type as far as is possible.
- 7.12 **Check-in**
- 7.12.1 We will send you two codes, one for the outside front door, and one for your numbered security locker in the porch to access keys to let yourself in.
- 7.12.2 Note: codes for auto check-in will not be sent to you until your payment and deposit have been received in full.

## **8 Cancellations**

- 8.1 A Lead Guest or Third Party (if applicable) may cancel a Booking by expressly sending a written, dated and signed letter to JBH. The date of cancellation will be taken from the date that notification is received by JBH.
- 8.2 You agree to be held liable for all Payments for the full term, even if you decide later to leave earlier than the Booking expiry date.
- 8.3 The Lead Guest and Third Party (if applicable) jointly and severally agree to pay the following fees for cancellations:
- 8.3.2 if cancelled more than 30 days prior to booked arrival date: 50% of booking fee payable; or
- 8.3.3 if cancelled less than 30 days prior to booked arrival date: 100% of booking fee payable.
- 8.3 JBH reserves the right to refuse entry and/or cancel this Agreement at any time when any amount becomes due under this Agreement and is not paid immediately on request.
- 8.4 If a Guest wishes to cancel, he must do so expressly. The date of cancellation is the date that cancellation was received in writing by JBH, howsoever sent.
- 8.5 If one or more Guests wishes to withdraw from the Agreement but any other Party Member wishes to continue with the Booking, the Agreement will remain and there will be no refund. A refund is only possible when the entire Party cancel the booking.

## **9 Parking**

- 9.1 FREE parking permits may be available for loan for the Swannery or Lodmoor Car Parks. Weymouth Council no longer offer on-street parking permits to Guests.
- 9.2 We have a limited number of FREE parking permits which we offer a first come first served basis (subject to availability).
- 9.2.1 Alternatively (subject to availability), you can reserve a parking permit subject to a £10 booking charge (payable in advance) to cover the monitoring, administration, and recycling of the permit before, during and after your stay. There are no charges for the use of a permit so the same booking charge applies no matter the length of your stay.
- 9.3 If a parking permit is lost, damaged, or not returned at the end of your Booked Dates, there is an automatic £50 charge to replace the permit.

- 9.4 Please note, the permit does not guarantee a parking space.
- 9.5 You agree that we will not be held liable for any losses incurred as a result of your using the permit.
- 9.6 Please read the respective tariff boards for the car park's terms and conditions.
- 10. Termination**
- 10.1 This Agreement will terminate automatically at the end of the Fixed Term. A further short-term stay may be possible but cannot be not guaranteed. All Bookings are made on a first come first served basis.
- 10.2 If your booking is terminated, you agree to pay for all Liabilities and any potential lost opportunity for the full term of your booked Agreement.
- 10.3 You understand and agree that we reserve the right to terminate this agreement early and without notice. In this event, either:
- 10.3.1 a refund will be provided for the Booking and the balance of any Deposit held will be returned, or
- 10.3.2 strictly subject to availability, another room may be offered to you as an alternative for lodging under a new agreement and any price difference will be refunded or will become immediately payable.
- 10.4 We reserve the right to terminate this agreement immediately and without notice if we discover you have demonstrated unreasonable behaviour or antisocial conduct.
- 10.5 Antisocial conduct and unreasonable behaviour include but are not limited to: foul language, shouting, banging loudly, smoking, vaping, taking any illegal drugs, demonstrating drunk or disorderly behaviour, playing any media device or music at a volume which aggravates others, or aggravating any person in or around the Property or our neighbours.
- 10.6 If your booking is terminated and you are asked to leave, you will need to vacate the premises and immediately hand back all keys and parking permit (if any). If you refuse to leave when asked, you will be trespassing, and the Police may be called.
- 10.7 Solely at our discretion, we reserve the right to terminate this Agreement immediately or with notice if you breach ANY of the terms of this Agreement.
- 10.8 If we request that you leave and you cannot immediately remove your belongings, you understand that we reserve the right to remove and store your belongings for 48 hours. You will need to arrange and agree a collection time with us. If you have not contacted us after 48 hours we reserve the right to dispose of your belongings and charge you for their disposal.
- 10.9 For any booking more than 28 days in duration, if you are absent from the Property for more than 7 days without advising us in writing of your planned absence, we reserve the right to terminate this Agreement immediately.
- 10.10 If the Property is destroyed or becomes dangerous for lodgings, this Agreement will terminate. If damage is caused by something you did or did not do, then we are entitled to claim compensation from you. If the damage is caused by something other than your actions, we will refund any money paid that you have paid in advance from the date you leave as well as the balance of your deposit.
- 11. Effect of Termination**
- 11.1 Termination of this Agreement does not release you from any outstanding obligations.
- 12. Check-out Procedure**
- 12.1 Please leave any parking permit (if one is provided) on the dressing table or chest of drawers in your Suite.
- 12.1.2 Ensure you lock your Suite door with your key before putting your keys into the key return box by the front door.
- 12.1.3 Return all keys to the key return box by the inside front door **STRICTLY by 10am on your departure date**, unless expressly agreed otherwise prior to booking.
- 12.2 **IMPORTANT:** if your keys are not returned on time you agree to pay any/all additional fees for any delays caused to our staff or cleaners, for any losses or claims against JBH (including if a complete booking needs to be cancelled), as well as the highest daily rate of your booking per day for any potential lost opportunity bookings until the keys are returned to or replaced by JBH.