

JimProp Property Management Terms and Conditions

Woodstock Town House

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Terms and Conditions

1A. COVID-19 Update July 2020

Guests displaying any symptoms must cancel their stay. If a guest displays signs of COVID-19 while staying at the property, they should inform JimProp Property Management immediately and request a test by calling 111. If the test is positive, guests must vacate the property immediately and return home to self-isolate. They should use private transport and only drive themselves if they can do so safely. If a guest cannot return home for any reason, their circumstances should be discussed with an appropriate health care professional and, if necessary, the local authority. **Guests cannot isolate at the property.**

12A. Additional Hirer's Responsibilities re: COVID-19

Guests are politely requested to:

- Remove footwear on entry and keep footwear near door areas
- To remove bed linens at the end of stay and place into laundry bags provided

18. Services Rental During COVID-19

'Additional cleaning/bed linen is available at a discretionary cost of between £50 & £150, depending on the items/service, to cover JimProp Property Management's additional costs'. **This service is suspended until further notice.**

1. Contract of Hire

By making a booking, paying a deposit or paying in full you are deemed to have accepted these terms and conditions and accept all liability for your guests' actions.

The Contract of Hire is not effective until confirmed via email by JimProp Property Management to you, the hirer of the property ("the Hirer") written confirmation of the booking.

JimProp Property Management does not accept bookings from Hirers under the age of 18.

JimProp Property Management does not accept bookings from single sex parties, for example Stag and Hen parties.

Full details of guests must be provided to JimProp Property Management on Booking; this includes full names and ages. Failure to do so may result in the Booking being cancelled.

Only named guests are permitted entrance to and/or stay at the property (please see sections 11 and 23 for further information).

Groups of people 21 years of age or younger will be required to provide photo identification (Drivers Licence/Passport) via email at Booking stage, showing their date of birth and their address.

The Woodstock Town House, also known as Hawksmoor House, is privately owned by RemProp (The Owner) and managed by JimProp Property Management, trading as JimProp (The Management). Once the hire is confirmed, this Contract of Hire of a property shall be a contract between the Hirer and the Management, JimProp Property Management.

The Hirer may not assign or transfer the Contract of Hire to any other person without the prior written consent of JimProp Property Management.

The Contract of Hire is a license to the Hirer or their guests to stay in the property during the specified hire period.

The Hirer or their guests have no right to remain in the property after the period of hire and shall not be entitled to any statutory security of tenure.

These Terms and Conditions are in addition to those set out by any third party booking company.

2. Initial Payment

Bookings will only be confirmed upon receipt by JimProp Property Management of the required deposit payment (“the Deposit”).

The Deposit is non-refundable.

If the booking is made direct with JimProp Property Management within 8 weeks of the holiday commencement date, the full accommodation rental will be required before the booking will be confirmed.

3. Balance Payment

The balance of the cost of the hire of the property, if made direct with JimProp Property Management, will be due for payment 8 weeks before the holiday commencement date.

The hire may be cancelled where full payment in cleared funds has not been received 8 weeks before the holiday commencement date.

The Deposit is non-refundable.

4. Security Deposit

The Owner requires a security/damage/breakage/acceptable behaviour deposit for each rental period, the amount of which is £400. This deposit is refundable provided these booking conditions have been met in full.

The following will incur a deduction from the security deposit if:

- Excess cleaning of the property is required – charge of £150
- Unauthorised Late Check Out or Early Check In – charge of £50 per hour
- Unauthorised use of the car parking spaces – charge of £50 per hour
- Rubbish has to be removed from the property by JimProp Property Management – charge of £25
- Damage has been caused to the property or its contents during the hire period; or Staff or Police are called to the property to deal with any disturbance or nuisance caused by you or a member of your party – minimum charge of £100 plus cost of damage replacement
- Keys are lost, missing or damaged and/or the door locks are damaged – charge of £150

These Booking Conditions otherwise specify that if an additional payment is required from the security deposit on the instructions of the Management, JimProp Property Management will retain a payment up to the full amount of the security deposit in respect of the above items provided by the Hirer. Should the sum of any excess charges, or other costs due from the security deposit exceed the amount of the security deposit the balance will be payable immediately on demand by the hirer. The

security deposit will be refunded once Management have checked the property and within 14 days of departure less any deductions as above.

5. Arrival/Departure Times

Check-in is from 4.00pm. Guests are kindly asked to confirm check in via email to james@jimprop.com at their earliest convenience on the day of arrival.

Check out is 10.00am. This is to allow JimProp Property Management time to prepare for the next guests/hirer.

On occasion it may be possible to arrange an early check in or late check out the maximum period allowed is 2 hours at a charge of £35 per hour respectively.

Confirmation of this must be obtained via JimProp Property Management in writing.

Unauthorised Late Check Out or Early Check In will incur charges – charge of £50 per hour

6. Credit Card Charges

JimProp Property Management does not charge a credit card fee.

7. Damage

All damages and breakages that occur during the hire period are the legal responsibility of the Hirer and should be notified to JimProp Property Management before the end of the hire period. These costs are charged to the security deposit.

Any damage and breakages that are discovered at the end of the hire period will be deemed to have been caused during the hire period unless the Hirer has notified JimProp Property Management of the damage when arriving at the property.

The person making the booking accepts that by making a booking they understand and agree that they are wholly responsible for the conduct of themselves, any of their guests or visitors and agree that they are liable for the cost of any damage or loss or nuisance however caused by them or any of their guests or visitors.

Damage includes staining to carpets, fixtures and furnishings.

8. Confirmation of Booking

Once JimProp Property Management has issued a Confirmation of Booking/Invoice for direct bookings, the Hirer is responsible for the total price of the hire of the property for the hire period and any extras as shown on the confirmation.

Any amendments to an existing booking are not effective until acceptance in writing is dispatched to the Hirer by JimProp Property Management and any additional funds are paid to JimProp Property Management in cleared funds.

9. Booking Cancellation

The Hirer must inform JimProp Property Management immediately if they wish to cancel their booking made direct with us.

If the Hirer cancels their booking more than 8 weeks before the commencement date, the Deposit will not be refundable, but the balance of the cost of the hire will be refunded if already paid. Please note all deposits are non-refundable.

If the Hirer cancels their booking within eight weeks of the holiday commencement date the Hirer will remain liable for the full cost of the hire of the property for the holiday period.

Refunds are not available for partial stays.

10. Holiday Insurance

The Hirer is strongly advised to arrange holiday insurance that includes cover for cancellation and the personal property of the Hirer.

11. Guest Party Numbers

Unless authorised by JimProp Property Management in writing, under no circumstances may more than the maximum number of persons occupy the property hired, namely 8 people.

Full details of all guests must be provided on booking. Failure to do so may result in the booking being cancelled.

No other persons outside of the agreed named booking persons may be allowed to occupy/enter the property unless authorised in writing from JimProp Management (see section 23 Visitors).

JimProp Property Management and the Owner reserve the right to refuse admittance or cancel the booking if additional persons occupy the home during the rental period.

Failure to follow section 11 could result in the Hirer and guests being removed from the property.

No compensation will be payable to the hirer. In such circumstances the Hirer shall not be entitled to any refund of the hire price of the property.

In addition, JimProp Property Management and the Owner reserves the right to refuse or cancel any bookings from parties that may in either of their opinions and their sole discretion be unsuitable for the property concerned, for example single sex parties, stag or hen parties or carry out any illegal activity. In the event of such a cancellation, JimProp Property Management will refund the cost of hire on a pro rata basis less a service charge of £250 and less any damages. No other compensation will be payable to the Hirer.

The Hirer must notify JimProp Property Management as soon as possible if the number of guests staying at the property will be different from the number specified when the Hirer made the booking

The Hirer must also notify JimProp Property Management of the names and ages of all guests.

12. Hirer's Responsibilities

The Hirer is responsible for the property and is expected to take all reasonable care of it. The Hirer must always comply with the following conditions:

Cleaning

The property must be left clean and tidy, all equipment and utensils etc must be clean and put away at the end of the hire period. Should the property be found to require extra cleaning as a result of

the condition in which it is left then these additional costs will be charged to the security deposit. Portable/reusable BBQ equipment are not permitted.

Bins & Recycling

The Hirer should remove all waste from the property and place in the correct waste bins located in the courtyard; details are in the Guest Folder. If you leave waste in the property a removal charge of £25 to collect and dispose of any refuse will be charged to the security deposit.

The Hirer will be required to pull the bins to the roadside if stay is over a bin collection period. Further details in the Guest Folder.

Environmental Considerations

The Hirer should at the end of their stay, turn all the lights off and turn electrical appliances off at the wall.

Smoking

Smoking or Vaping is not permitted at the property. The use of candles is prohibited. A minimum charge of £150 will be incurred if these conditions are broken.

13. Pets – not permitted.

14. Use of the Accommodation & Amenities

JimProp Property Management may repossess the property at any time and terminate the hire of the property, where the Hirer or any member of the Hirer's party has caused excessive noise or damage or is found or reasonably suspected to be conducting themselves in an illegal, offensive or immoral fashion, or are causing a nuisance to other persons.

In such circumstances the Hirer shall not be entitled to any refund of the hire price of the property. The Hirer shall permit JimProp Property Management staff or their representatives to access the property at reasonable times during the holiday for inspection or to carry out maintenance, and JimProp Property Management and/or the Owner shall retain keys for the property for this purpose.

15. Availability

The Contract of Hire is made on the understanding that the property advertised will be available and fit for use for the dates stated.

In the unlikely event that the property is not available or fit for use through events arising outside the control of JimProp Property Management or the Owner, then the Hirer's booking may be cancelled or varied. The Hirer will be entitled to a full refund on a pro rata basis.

Neither JimProp Property Management nor the Owner shall be liable to the Hirer for any other costs, expenses, loss, injury or damage whatsoever suffered by the Hirer or their guests as a consequence of cancelling or varying the booking in accordance with this clause.

Exceptions to this is JimProp Property Management liability, if proven that death or personal injury was caused by our negligence. (Consumer Rights Act 2015 s65(1)).

16. Variations to booking.

The hirer will be liable to pay a service charge of £50 for any variation to the booking, made direct with JimProp Property Management.

17. Facilities

Not all items, equipment and facilities advertised may be available at all times due to breakdown, malfunction, or other reasons.

The Manager of JimProp Property Management will try to rectify any malfunctions as soon as possible but no refund of any or all of the money paid by the customer will be made. However, each circumstance will be considered on its own merits, and where possible the

Hirer/Client/Guest/Visitors will be informed, prior to arrival, that the facility is not available.

If the breakdown, malfunction or reduction in facilities occur when the Hirer/Client/Guest/Visitors is in attendance, then consideration will be given by JimProp Property Management for appropriate reimbursement.

18. Services Rental

Services rental charges include bed linen and towels for use during your stay. Beds will be made up prior to your arrival and linen and towels will be changed at the end of each rental.

Additional cleaning/bed linen is available at a discretionary cost of between £50 & £150, depending on the items/service, to cover JimProp Property Management's additional costs.

JimProp Property Management will decide, depending on the circumstances, if this charge is to be made.

Electricity, gas and water are included within the rental charge.

19. Care of the Property

The Hirer/Client/Guest/Visitors shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as was found at the beginning.

No candles are to be used inside or outside of the accommodation.

20. Fixtures & Fittings

All fixture, fittings and equipment must be used solely for their intended purpose.

JimProp Property Management request that you do not take into the property any portable heaters, lighting equipment or any items that may cause danger to the property, its equipment or its occupants.

Any bulky items such as bicycles, fishing or golf equipment are not to be taken into the property.

JimProp Property Management will not be able to assist in storing these items securely, and accepts no responsibility for their loss, damage or theft.

21. Breakages, Damage or Missing Items

The Client/guest is legally bound to reimburse JimProp Property Management for breakages, damage to fixture or fittings, missing items or excessive cleaning caused by the party during the

period of the rental. The cost of replacing linen and towels etc are listed on paragraph 33 and these will be charged to the security deposit. The cost of missing/damaged keys and locks is stated in paragraph 4 and will be charged to the security deposit.

22. Children

Children must be supervised at all times. It is the responsibility of parents or guardians of children staying at the property to ensure they are appropriately supervised and safe at all times. This is particularly important near the staircase.

23. Visitors

Only those persons notified to JimProp Property Management are entitled to occupy the property. If you receive visitors during your stay who are not resident/guests at the property these visitors need to be communicated to JimProp Management giving name and age. Only once authorisation has been granted may these visitors be allowed entry to the property. You will be held responsible for the behaviour of your visitors while they are on the site. Visiting guests are not permitted to stay overnight.

24. Vehicles and Parking

Parking of vehicles must be in the designated car parking space. Your vehicles, their accessories and contents are left entirely at your risk. JimProp Property Management will not be responsible for any loss or damage from or to any vehicle.

Repairs to vehicles (except emergency repairs) must not be carried out. You must insure all vehicles you use on our site as you would for public roads. The following vehicles are not permitted on the site; quad bikes, trial bikes, powered scooters and similar type machines, boats, trailers, jet skis and horse boxes.

Parking is only permitted from the time of check in and until check out parking outside of these times will incur charges at a rate of £50 per hour.

Vehicles not removed at check out will incur charges as described above and in addition will also be reported to local authority and removed at cost to Hirer.

25. Left Property

A minimum charge of £25 plus postage and packaging is made for the return of left property after your departure. Items of left property can only be held for a maximum of one month after which time they are donated to charity. We cannot be held responsible for items reported lost which cannot be found. Property is at all times the responsibility of the owner.

26. Liability

JimProp Property Management cannot accept liability for any damage; expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause other than the proven negligence of us or our employees. You must take all necessary steps to safeguard your personal property and no liability to you is accepted in respect of damage to or loss of such property.

27. Behaviour

We expect the highest standard of behaviour by guests whilst staying with us at JimProp Property Management sites. This also applies to any visitors you have, which are your responsibility. The use or threats of verbal or physical violence whether to other guests, neighbours or staff will not be tolerated and will result in the whole guest party being asked to leave without a refund. Offensive language will also not be tolerated, as well as unruly behaviour, loud music/television. This may also result in you and your whole party being asked to leave the site, again without a refund. Any kind of unlawful behaviour will not be tolerated and will be challenged. The use of illegal drugs is prohibited and will result in the Police being called and your whole party being asked to leave without a refund. Please also respect our neighbours, some of whom have lived here for a considerable time. The following are not permitted on the JimProp Property Management site – drones, powered model aircraft or any other powered flying objects, Segway's, hover boards, electric micro scooters or Chinese Lanterns, fireworks or similar. Please do not cause unnecessary nuisance by loud music/volume from televisions, music systems, musical instruments, etc.

28. Fire Safety

Please read the Fire Safety information within the Visitors Information Pack and the full Fire Emergency Plan. NO Candles are permitted.

29. Force Majeure

JimProp Property Management cannot accept responsibility or pay compensation where the performance of our contract with you is prevented or affected by reason of circumstances which amount to force majeure. These circumstances include any event which we could not, even with all due care, foresee or avoid.

Such circumstances include the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, natural or nuclear disaster, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our control.

30. Privacy Protecting/Policy

Your privacy is important to us and we will strive to keep your personal information confidential. Your details will be kept on our database to enable us to keep you up to date with any future offers, information or mailings. We do not give any information to third parties or use information gathered in any other way than those described above. If required by law or legal process to disclose your personal information we will do only in accordance with the law.

31. Complaints

JimProp Property Management endeavours to ensure that everything is to your satisfaction during your stay. Should there be any cause for complaint during the occupation of the property, it must be notified promptly to the Manager and in the case of a serious problem confirmed in writing via: james@jimprop.com

32. Right to Amend our Terms and Conditions.

JimProp Property Management reserves the right to change or amend these terms and conditions at any time. We also reserve the right to terminate the agreement/booking without refund of money if the behaviour of any guest is considered unacceptable, or if the number of occupants exceeds that stated at the time of booking or if any section of this agreement is not met.

33. Summary of Fees

- The direct bookings to JimProp Property Management Deposit is paid at the time of booking, which is non-refundable and amounts to 30% of the total cost of the booking.
- The Full Balance for Direct Bookings to JimProp Property Management is payable 8 weeks before the arrival date.
- The Security Deposit is £400.00, payable at Booking. This is refundable provided these Terms and Conditions have been met.
- Excess cleaning of the property is required – charge of £150.
- Rubbish has to be removed from the property by JimProp Property Management – charge of £25.
- Damage has been caused to the property or its contents during the hire period – admin charge of £50 plus the cost of replacing the items damaged.
- Keys are lost, missing or damaged and/or the door locks are damaged – charge of £150 to replace all.
- If Staff or the Police are called to the property to deal with any disturbance or nuisance caused by you or a member of your party, a charge of £100 will be incurred, plus as a result, the whole guest party will be asked to leave without a refund.
- Cancellation before 8 weeks (for Direct bookings to JimProp Property Management) of the commencement of the booking date – charge of the 30% only. All other monies paid will be refunded.
- Cancellation within 8 weeks (Direct Bookings) of the commencement of the booking date – full cost of the booking to be paid.
- JimProp Property Management reserves the right to refuse or cancel any bookings from parties that may in their opinion and their sole discretion be unsuitable for the property concerned, for example single sex parties, stag or hen parties, or carry out any illegal activity. In the event of such a cancellation, JimProp Property Management will refund the cost of hire on a pro-rata basis less a service charge of £200 and less any damages. No other compensation will be payable to the hirer.
- Breach of No Smoking Policy/Vaping Policy – A minimum charge of £150 will be incurred.
- If any member of the Hirer's party has caused excessive noise or damage or is found or reasonably suspected to be conducting themselves in an illegal, offensive or immoral fashion, or are causing a nuisance to other persons; In such circumstances, the hire will be terminated, and the Hirer shall not be entitled to any refund of the hire price of the property.
- Variation of Direct Booking - The hirer will be liable to pay a service charge of £50.

- Additional cleaning/bed linen is available at a discretionary cost of between £50 & £150, pending on the item. JimProp Property Management will decide, pending on the circumstance, if this charge is to be made.
- The Hirer/Client/guest is legally bound to reimburse JimProp Property Management for breakages, damage and missing items. Charges will depend on the items to be replaced.
- If a member of the Hirer's party removes towels, bedding, oven gloves, tea towels etc., a charge will be incurred for their replacement as detailed below.
 - Hand Towels £20.00
 - Bath Sheets £35.00
 - Bath Mat £30.00
 - Pillow Case £25.00
 - Single Sheet £30.00
 - Single Duvet Cover £45.00
 - Double Sheet £45.00
 - Double Duvet Cover £60.00
 - King Size Sheet £55.00
 - King Size Duvet Cover £70.00
 - SuperKing Sheet £55.00
 - SuperKing Duvet Cover £70.00
 - Guest Folder £50
 - Welcome Basket (not including contents) £50
- A minimum charge of £25 plus postage and packaging is made for the return of left property after your departure.
- Unauthorised Late Check Out or early check in - £50 per hour (for example, 1000hrs to 1100hrs - £50; 1100hrs to 1200hrs - £100 and so on).
- *Unauthorised use of the parking spaces ie outside of check in / check out - £50 per hour (for example, 1000hrs to 1100hrs - £50; 1100hrs to 1200hrs - £100 and so on).
- The use or threats of verbal or physical violence whether to other persons or staff will not be tolerated and will result in the whole guest party being asked to leave without a refund.
- Offensive language will also not be tolerated, as well as unruly behaviour, loud music/television. This may also result in you and your whole party being asked to leave the site, again without a refund.

34. Entry and Inspection

JimProp Property Management reserves the right to enter any JimProp Property Management sites at reasonable times and with reasonable advance notice for the purposes of inspecting the properties or showing the properties to prospective purchasers, renters or other authorised persons. If JimProp Property Management has reason to believe that there is imminent danger to any person or property then JimProp Property Management may enter the properties without advance notice.

35. CCTV

Please be advised we have recently installed a CCTV camera (06.02.20) which faces away from the property at the rear. This monitors the back door and courtyard areas and takes into account some of the parking spaces too. The primary reason for this is to provide security when the property is unoccupied.

Summation:

If you have any questions about our terms and conditions, please contact us.

By making a booking or paying a deposit you agree to our terms and conditions.

JimProp Property Management

james@jimprop.com

31st October 2019 – Copyright J M Soper Updated 02.07.20

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