

## YMCA Winchester House Residential Booking Conditions

### 1.0

#### 1.1 The Contract

Your contract is with YMCA Fairthorne Group. By signing the booking form, you (The Client) are guaranteeing that you have the authority of your organisation and are accepting the terms of these booking conditions. Your group accepts responsibility for payment of all charges which may arise under this contract to YMCA Fairthorne Group, Fairthorne Manor, Curdridge, SO30 2GH This contract shall be subject to the jurisdiction of the English Courts under English law.

#### 1.2 Contractual Changes

Changes to the booking made by YMCA Fairthorne Group (YMCAFG) employees are only confirmed in the contract if confirmed in writing.

#### 1.3 Booking Form

Omitted or inaccurate information will cause your booking to become invalid.

### 2.0 Provisional Bookings

Provisional Bookings will be held, at the discretion of YMCAFG, for the following periods:

- (i) Within 1 month of visit start date - 48 hours
- (ii) More than 1 month than the visit start date - 10 working days.

YMCAFG shall not be liable to The Client, or any third party, in the event it is unable or unwilling to provide a Booking Confirmation which incorporates The Clients preferred dates.

### 3.0 Confirmed Bookings

A contractual agreement is formed when YMCAFG receives a completed signed booking form.

### 4.0 The House

#### 4.1 Sleeping Accommodation

Accommodation is sold on a per bed basis. A sufficient number of beds is allocated based on the number in the party. YMCAFG will attempt to meet the accommodation requirements but cannot guarantee them. Allocation of beds/accommodation remains the responsibility of YMCAFG.

#### 4.2 Exclusive use

Exclusive use of the accommodation is limited to groups of 85 guests or more. Exclusivity is restricted to accommodation only and does not include exclusive use of Public Rooms. Groups whose final numbers fall below 85 paying guests and require exclusive use of the sleeping accommodation are required to pay for 85 guests regardless of their actual numbers.

## 4.3 Ground Floor Public Rooms

Public rooms that have been requested and agreed for use must be vacated promptly at the agreed departure time and all belongings removed. YMCAFG reserves the right to remove any items left in public rooms and will store them for collection for 24 hours. Items not claimed within 24 hours will be disposed of and The Client invoiced for any costs involved.

The use of Public Rooms, cannot be guaranteed and must be booked prior to arrival. Indicating the Public Rooms you would like to use on your booking form does not constitute a confirmed booking. The use and availability of all public rooms at Winchester House is subject to change. In the event a Public Room that has been booked and agreed prior to The Clients arrival becomes unavailable, YMCA FG will endeavour to inform The Client as soon as possible and offer an alternative if available or refund the cost of the room/s if payment has been received.

## 5.0 Mandatory Documents and Information

If The Client fails to submit in writing 10 weeks prior to the day of arrival, the fire/rooming list, dietary requirements and arrival time, YMCAFG reserves the right to allocate options on behalf of the Group.

Arrival and Departure times outside of the YMCA set times is subject to agreement with YMCA FG in advance of the arrival date and cannot be guaranteed.

## 7.0 Charges

All payments to YMCAFG must be received in £ Sterling.

### 7.1 Balance Invoice

Groups must confirm final numbers 10 weeks prior to arrival date (no reminder will be given) at which the final balance invoice is issued. If The Client fails to provide final numbers, YMCAFG will issue the Balance Invoice as the capacity of the accommodation that has been booked.

### 7.2 Payment Terms

Payment to be made as follows:

- (i) Deposit – on return of the fully completed Booking Form.
- (ii) Balance – 4 weeks prior to the arrival date. For bookings made within 4 weeks of the arrival date the balance must be paid in full at the time of booking.

YMCA FG reserves the right to cancel any Booking that fails to make full payment at the specified times and no refund of monies already paid will be given. Customers who fail to settle their balance prior to arrival will be denied access to the premises.

### 7.3 Additional Costs

The accommodation price does not include any extra costs for providing additional facilities and services i.e. use of Public Rooms, photocopying, extra linen, tea and coffee etc. Additional services will be listed as separate items on the Balance invoice. If the final group size is less than 50% of the original figure given on the booking form, the final invoice will be subject to an additional 40% charge. YMCAFG will do its utmost to ensure that the price will remain the same. However in the event of increased price rises due to, e.g. a significant rise in the minimum wage, or fuel charges, then we reserve the right to increase the price. YMCA FG will endeavour to absorb the first part of any such increase but should the rise be in excess of 10% of the quoted cost, the client will have the right to cancel with a full refund.

### 7.5 Late Departure

Clients failing to vacate the premises at the allocated departure time of 10am without prior consent will incur a charge of £30 per hour or part thereof. Groups may request a late departure in advance with YMCAFG which will be billed in accordance with usage requirements. Payment must be received in advance of arrival and is subject to YMCAFG payment terms detailed in this document.

### 8.0 Cancellation of a Residential Booking

All notifications of cancellations will only be deemed to be accepted when received in writing (email, fax or post) which YMCAFG will confirm receipt of. Cancellations are subject to the following sliding scale of charges based on the group numbers provided on the Booking Form:

Up to 20 weeks in advance of the arrival date: Loss of deposit

Between 20 – 16 weeks in advance of the arrival date: 25% of total cost

Between 16 – 10 weeks of the arrival date: 50% of total cost

Within 10 weeks of the arrival date: 100% of total cost

### 9.0 Alteration of Booking Details

All notifications of changes to booking details are only deemed to be accepted when received in writing (email, fax or post). YMCAFG reserves the right to allocate alternative accommodation if the groups' final numbers fall below the minimum number for the allocated wing. In the event The Client requires to increase the number of guests within 10 weeks of the groups arrival date YMCAFG must be informed in writing as soon as possible. YMCAFG cannot guarantee to accommodate all increases.

No refund will be made by YMCAFG in respect of meals not taken or accommodation departed prior to the agreed contractual departure date.

## 10.0 Liability and Insurance

YMCA FG will not accept responsibility for loss or damage to property, including personal property, brought onto the premises. YMCA FG shall not be liable, for any loss, consequential loss (which shall

include but which shall not be limited to loss of business revenue or profits, anticipated savings or wasted expenditure), damage or injury (except personal injury or death as a result of negligence by YMCAFG) which may arise out of, or in connection with the use of YMCAFG premises. The Client is responsible for the cost of repairs necessitated by any wilful, or otherwise, damage they may cause to YMCAFG property or its grounds, where it is believed such damage has occurred. The Client will be contacted as soon as reasonably possible. YMCAFG accepts no responsibility for the acts or omissions of its clients whether negligent or otherwise and shall not be liable for claims made against them, either by other clients or third parties.

The Client Group Leaders are responsible for ensuring high standards of conduct within their group and YMCAFG reserves the right to refuse entry or evict groups at any time. Noise must be kept to a minimum after 11pm to avoid undue disturbance to neighbours or occupiers. The group organiser must be at least 21 years old. Mixed groups (other than one that includes children under 7 with a parent) must include leaders of both sexes. The Client's guests are responsible for the security of their accommodation and are advised to keep doors and windows locked when rooms are unoccupied. We ask that group

leaders do not bring group members who have fallen ill prior to their visit, to avoid spreading infection. Group leaders must advise YMCAFG staff immediately in the event of any members of your party becoming ill. Group members who fall ill during their visit may be asked to leave to avoid the risk of spreading the infection. YMCAFG shall not be liable for failure to perform their obligations under this Agreement if such failure results wholly or partly from circumstances beyond their reasonable control as a consequence of any of the following events: Flood, storm, epidemic, or other natural event or disaster; or Any war, hostilities, terrorism, revolution, riot or other civil disaster; or the introduction of, or any amendment to, a law or regulation, or any change in this interpretation or application by any authority; or Any strike, lockout or other industrial action. YMCAFG has public liability insurance cover up to £10 million.

We recommend that groups take out their own insurance to cover risks of accidents, loss of personal belongings or cancellations. The description of the property is as accurate as possible but cannot be warranted, nor does the description form any contract. The Company reserves the right to alter or improve any of the subjects without notice.

## **11.0 Special requests**

If any of The Client's group has a special request or a physical condition requiring special arrangements YMCAFG must be advised at the time of booking (or as soon as you become aware, if later) and clearly noted on the booking form. A special request that has been requested is not confirmation that your request will be met. All special requests are subject to availability.

## **12.0 Accuracy of Information and Prices**

All information and prices shown in promotional material for YMCA Winchester House are correct at the time of print. Clerical, typographical errors or omissions in literature, quotation, price list, invoice or other documents issued by YMCAFG shall be subject to correction without any liability on the part of YMCAFG The Client must therefore ensure to check all details at the time of making the booking.

## **13.0 Animals or Pets**

No animals or pets of any kind, except guide and hearing dogs, are allowed on the premises.

## **14.0 Smoking**

YMCA Winchester House and grounds are a smoke free environment. A £50 fine will be levied on The Client on each occasion a member of The Client's Group is found smoking in a non-designated area. This includes the use of e-cigarettes.

**Updated 20/06/2022**