



TERMS AND CONDITIONS OF BUSINESS for Accommodation Reservations

Introduction

These Terms and Conditions form part of the Contract between You and Us when You make a booking. This document sets out Our responsibilities to You and Your obligations to Us when You book Your accommodation and or catering to be provided by us. Please note that as You are entering into a legally binding contract to the conditions set out below. It is in Your own interest to read them carefully. The Contract is formed of these terms and conditions and the booking details refers to in para 1.1 below.

Definitions

“The University’ and ‘We’ or ‘Us’ and ‘Our” means Harper Adams University, Newport, Shropshire, TF10 8NB.

“the Client, “You” Your” means all persons and or the entity named in the booking details

“Accommodation” means the room We hire to You under the terms of the Contract.

“booking details” means the communication referred to in paragraph 1.1

“Contract” means the agreement between You and Us for the hire of Accommodation which consists of the booking details and these terms and conditions

“Guests” anybody using the accommodation with You who has not been named in the booking details

1. The Offer and booking

1.1 Following our receipt of an enquiry from You for Accommodation, We will contact You, normally by email, confirming details of the Accommodation which We can offer to You including:

- the dates for which You require the accommodation
- the number of rooms required if more than one,
- the nightly rate for each room required
- total price for all rooms required
- Any catering details
- Any accessibility requirements
- A copy of these terms and condition.

1.2 Payment in full is required within 7 days of receipt by You of the booking details referred to in paragraph 1.1 above. If payment is not received We will assume that You do not wish to proceed with the Accommodation and may not proceed with Your booking.

1.3 If You require accessible facilities (wheelchair use, visual or hearing impairments) You must specify this the time of Your enquiry. We have a limited amount of accessible accommodation available.

1.4 We make every effort to accommodate all of our guests, but should You fail to specify at the time of Your enquiry that accessible facilities are required and suitable accommodation is not available We may cancel Your booking and refund any monies paid. We will only do so where You have specified a requirement which We are unable to meet.

1.5 If there are any changes or cancellations by You from the booking details after payment has been made a binding contract has formed then cancellation charges or administration fee as set out in clauses 2.1 or 2.2 may apply.

2. Amendments or Cancellation by You

2.1 In the event that You have to cancel or part cancel a booking, such as a reduction in the number of rooms required, You must notify us in writing for the cancellation to be effective. If You cancel Your booking the following apply

- Up to 14 days prior to Your arrival date We will refund You any payments made
- Between 7 and 14 days prior to Your arrival date a 50% cancellation charge will apply
- Less than 7 days before Your arrival date will receive no refund

2.2 If You wish to amend any of the booking details, such as a change of name, We reserve the right to charge an administration fee of £15 which will be notified to You at the time

3. Cancellation by Us

3.1 We reserve the right to cancel a booking without any liability to You for any loss suffered or inconvenience caused if the following circumstances

- If a booking differs in reality from the original understanding;
- If in our reasonable opinion, the booking will prejudice our reputation and or bring us into disrepute;
- if We become aware of any significant alteration in Your financial situation such as any form of insolvency;
- If We are closed such that that the accommodation cannot be used due to circumstances beyond our control; such events include war, riot, civil strife, industrial action, staff illness, fire, terrorism, political unrest, national or local government or other public authority restrictions, pandemic or epidemic or concern with regard to the transmission of serious illness.

in which case We will refund You any monies paid up to the time of cancellation.

4. Arrival/departure

4.1. The Accommodation is available from 14.00hrs on the day of arrival, and must be vacated by 09.00hrs on the day of departure, unless specific alternative arrangements have been agreed in writing.

4.2. If You fail to vacate the accommodation 09.30hrs on the date of departure then We

reserve the right to invoice You for a sum equal to the cost of the accommodation for one night. If You leave possessions in Your room We will treat this as a failure to vacate within this clause.

4.3. If You lose keys to the Accommodation We reserve the right to charge You for replacement keys and/or door furniture.

5. Charges and Payment

5.1 You must provide full payment for the booking to be confirmed as set out in paragraph 1.2. You can pay by over the phone by debit or credit card or by following the secure payment link issued to You.

5.2 We will invoice You for any liability You incur for breach of Your obligations under this agreement which will be payable within 14 days.

6. Your Obligations

6.1 You will be responsible for ensuring that:

- the number of persons in any room does not exceed its recommended maximum capacity;
- the behaviour of You and the Guests is appropriate and acceptable. If You or the Guest's behaviour is in our opinion unreasonable, antisocial or otherwise unacceptable or likely to endanger the health and safety of yourself, the Guests or others or the well-being and enjoyment of others We may terminate the booking without a refund;
- any children under 18 years of age using the Accommodation are properly supervised. If children arrive without proper supervision We reserve the right to refuse access. Should poor behaviour constitute an infringement of Your obligations in the bullet point above, We reserve the right to terminate the family's stay without refund;
- You must read and comply with all health and safety notices. You must only use the fire equipment in the event of an emergency. You will be liable for all costs incurred due to negligent or improper use of fire equipment for which We will invoice in accordance with paragraph 5.2;
- You take all reasonable steps to safeguard personal property of You and the Guests including locking doors and windows when the Accommodation is unoccupied. We accept no liability, howsoever caused, whether resulting from a want of care on our part or otherwise, for any loss of or damage to the property of You or guests.

6.2 You are responsible for our rooms, furniture, furnishings and equipment. We will charge You for the cost of repairing damage caused by You or the Guests. If damage prevents the Accommodation being used whilst the damage is repaired then You will be liable for any all losses We suffer as a result. We will invoice You in accordance with paragraph 5.2.

7. Wi-Fi and Internet Access

7.1 Where Wi-Fi Internet access is provided, You and Your Guests must use this access to the Internet fairly and appropriately. We may monitor network performance and user usage in order to maintain a fair and high level of service to all our guests.

7.2 The Internet access provided is intended for general use such as access to the world wide web, email, messaging, social media, light video / music / media streaming. It is not intended or ideally suited for heavy media streaming, online gaming, extensive downloads / uploads. Access to illegal activity or use of our network for illegal activity is prohibited and will be reported to local authorities.

8. Liability

8.1 We do not accept liability for any damages or losses except for personal injury or death caused by our negligence.

8.2 Subject to paragraph 8.1 above Our liability to You shall under no circumstances exceed the amount actually paid in respect of Your booking. We do not accept any liability for loss or damage of an indirect or consequential nature, loss of revenue or profits, anticipated or wasted expenditure, loss of business, goodwill or opportunity.

9. COVID-19

9.1 Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. You acknowledge that COVID-19 may require Us to take one or more of the following measures for the safety of its staff and the safety of delegates attending the event to which this booking relates:

(i) Impose maximum delegate numbers at the event

(ii) Limit food or drink availability

(iii) Impose specific requirements regarding personal protective equipment such as the wearing of masks

(iv) Limit any planned entertainment for the Hirer's event

(v) Designate alternative entrance and exit routes

9.2 In some circumstances, We might consider revising the booking fee.

9.3 If We are obliged due to specific Government restrictions, to close the venue, We may offer You an alternative date for the event but if that cannot be agreed, the booking will be deemed cancelled and any deposit will be returned in full with no further payment required.

10. General Provisions

10.1 No animals or pets, save for a guide dog are allowed.

10.2 No smoking or vaping takes place in the Accommodation.

10.3 This Contract is personal to You. You cannot transfer it to a third party. A person who is not a party to this contract shall not have any rights under or in connection with it.

10.4 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining

paragraphs will remain in full force and effect.

- 10.5 If We fail to insist that You perform any of Your obligations under this Contract, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations.
- 10.6 We may transfer Our rights and obligations under this Contract to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or our obligations under this Contract.
- 10.7 Even if the Contract is terminated or expires, the relevant provisions of this Contract shall remain in effect to ensure the performance of all obligations, the satisfaction of all liabilities and to enable the exercise of all rights under the Contract.
- 10.8 This Contract shall be governed by the law of England and Wales. You and We agree to submit to the non-exclusive jurisdiction of the courts of England and Wales