



BATH SPA UNIVERSITY SHORT LETTINGS TERMS AND CONDITIONS

1. Who is this contract between?

In these terms and conditions, “we” “our” and “us” means Bath Spa University whose principal place of business is at Newton Park, Newton St Loe, Bath BA2 9BN. “You” means the person named on the confirmation of booking form.

These terms and conditions and the confirmation of booking form together form the contract between you and us.

The contract is between us and you, not any other person or organisation you book accommodation, meeting rooms, meals or facilities for. You accept responsibility for paying all charges, including any extra charges arising under this contract. If your party includes any individuals aged under 18 years of age, you must ensure that they are accompanied by a designated responsible adult at all times.

You may not transfer your rights under this contract to any other person or organisation.

2. Provisional bookings

We may agree to you making a provisional booking if you book more than two months in advance. You may cancel provisional bookings without penalty. While we hold a provisional booking, we will not allocate the facilities that you have provisionally booked to other customers unless you agree.

3. Confirming bookings

We will confirm your booking only on the basis of these terms and conditions and the confirmation of booking form. The confirmation of booking form will state the accommodation, meeting rooms, meals and other facilities, which you have booked, and it includes a clear statement of any other arrangements, which have been agreed between you and us.

4. Making a booking more than a year ahead

When you book, you agree to pay our charges for the accommodation, meeting rooms, meals and other facilities set out on the confirmation of booking form, plus VAT (if applicable) at the current rate. If you book more than a year ahead, we review our prices on 1 August each year and reserve the right to increase the charges then.

5. Paying for your booking

We expect payment for your booking in advance of your arrival or at check-in. You must pay in sterling. You will pay all bank charges involved in making the payment.

Access to your room(s) will not be granted until payment has been made in full.

For group bookings we will not accept payment by individual guests/delegates.

6. Overseas Customers & Guarantees

If you are a customer from outside the UK, we may ask you for a guarantee of payment from a UK bank. We may cancel the booking if the guarantee is not provided within 30 days. If we ask you for a guarantee and that is not acceptable to you, you may withdraw your booking without charge, but you must tell us within seven days of our request.

7. Altering your booking

If you alter your booking, we will send you a new confirmation of booking form to sign, so that you know exactly what you have booked and what you are responsible for.

The confirmation of booking form will set out the accommodation, meeting rooms, meals and other facilities, which you have booked and agreed with us. It will include details of any extra facilities, which we have agreed to provide, and of any items you have cancelled. Each new confirmation of booking form issued and signed by you will replace any previous confirmation of booking form.

8. Extra accommodation, meals or other facilities

If you ask for any extra accommodation, meeting rooms, meals or other facilities, we will use our best efforts to provide them but we cannot guarantee that we will be able to meet your requests. You should contact us about possible increases in numbers or extra facilities as soon as possible.

We will provide adequate heating, water and lighting without additional charge. We will not be liable or in any way responsible for any disruption in supply of any such service which is beyond our control.

9. Deposit & Cancellation Schedule

Direct bookings (email and telephone)

We require you to provide us with a non-refundable deposit to confirm a booking (below). The deposit will be credited against the final invoice or the cancellation charges if you cancel the booking.

Bedroom Hire £5.00 per person per night

If you cancel a booking in full or part we may charge you a cancellation fee as detailed below:

- 6 months prior to date of arrival: 10% of estimated revenue
- 5 months prior to date of arrival: 20% of estimated revenue
- 4 months prior to date of arrival: 25% of estimated revenue
- 3 months prior to date of arrival: 30% of estimated revenue
- 2 months prior to date of arrival: 40% of estimated revenue
- 1 month prior to date of arrival: 50% of estimated revenue
- 2 weeks prior to date of arrival: 100% of estimated revenue

You must make cancellations with us in writing. No cancellation takes effect until we receive your written cancellation. Please note we only make refunds to the payment card you used to make the booking.

Direct bookings (online)

We require you to pay in full at time of booking.

If you cancel a booking in full or part we may charge you a cancellation fee as detailed below:

- 6 months prior to date of arrival: 10% of estimated revenue

- 5 months prior to date of arrival: 20% of estimated revenue
- 4 months prior to date of arrival: 25% of estimated revenue
- 3 months prior to date of arrival: 30% of estimated revenue
- 2 months prior to date of arrival: 40% of estimated revenue
- 1 month prior to date of arrival: 50% of estimated revenue
- 2 weeks prior to date of arrival: 100% of estimated revenue

You must make cancellations with us in writing. No cancellation takes effect until we receive your written cancellation. Please note we only make refunds to the payment card you used to make the booking.

Bookings through third party websites

All bookings made through third party websites (e.g. Visit Bath, AirBNB) will require guests to adhere to the site's booking terms and conditions.

10. Giving us the final details

You must confirm any special food requirements 14 days before the event. If you do not do this, we will decide what we should supply and charge accordingly.

You must give us final rooming lists and catering schedule not later than 14 days prior to arrival. As stated above if you cancel any accommodation, rooms, meals or other facilities after this time we will charge you at full rate.

11. Bedroom availability

Unless otherwise agreed in writing, bedrooms booked by you are available from 2pm on the day of arrival and must be vacated by 10am on the day of departure. If any bedrooms are not vacated by the required departure time, we reserve the right to charge you for extra nights at the agreed rates.

12. Non-exclusive rights

The contract does not grant you exclusive use or occupation of any rooms (bedrooms or meeting rooms) or other facilities or premises. We reserve the right to enter any such rooms, facilities or premises at any time for any purpose. Without prejudice to the generality of the reserved rights, we anticipate that such rights will be exercised for cleaning or maintenance purposes, for general management or in the event of an emergency. Whilst we will endeavour to provide you with prior notice, we are under no obligation to do so.

We reserve the right to move you to an alternative room or rooms, without additional charge, at any time during your booking.

The contract relates to the hiring of rooms, facilities or premises only. The existence of the contract in no way implies any endorsement or sponsorship of you or any event or occasion for which the booking is made. You shall not hold us out as having endorsed or sponsored the same.

13. Changes or cancellation by us because of events beyond our control

We have the right to alter or cancel any booking that we cannot keep as booked for reasons beyond our control as long as we could not have avoided the alteration or cancellation by taking reasonable steps. Reasons beyond our control include, but are not limited to, the failure of electricity, heating systems, water supplies, fire, or flooding. If this happens, we will make reasonable efforts to offer you an alternative. We cannot accept responsibility if we cannot provide accommodation, rooms, meals or other facilities for reasons beyond our control.

14. Access to premises

We can only make meeting rooms available for the time shown on the confirmation of booking form. If you want an extension, you must agree the extension with us in advance and agree to pay our additional charges. We may also make additional charges, where you want access to University premises outside of the premises' normal hours of opening during, prior to, or after your event.

We reserve the right to refuse entry to our premises to any person without giving any reason.

You and your guests/delegates must vacate the premises and remove all of your and their belongings and equipment by the time you agreed with us in your booking. If you or they do not do so we may remove all such property without liability to you or the owner, and recover all our costs from you.

15. Animals and pets

Please make sure that the members of your party know that no animals or pets of any kind, except guide dogs are allowed on our premises.

16. Bed linen

Clean bed linen will be provided for each new arrival. For bookings in excess of seven nights, we will change the bed linen and towels on a weekly basis. Additional changes of linen and/or towels available for an extra charge.

17. Behaviour on our premises

You must make sure that you, the members of your party and anyone visiting you at the University familiarise themselves with our rules and regulations (including the no smoking policy, fire escape routes and fire evacuation practices) and further behave in such a way that they do not cause a nuisance or unreasonable disruption to us, our students or employees, or to our other visitors.

You and your party must take reasonable care of the rooms and all our premises and not obstruct any access to the premise; remove any contents from the premises; use the premises for any reason other than as stated on the confirmation of booking form; or allow more than the designated number of individuals to occupy the premises.

18. Liabilities

We accept no responsibility for loss or damage to property (including personal property) brought on to University premises. We shall not be liable for any consequential loss or any other loss, or any damage or injury (except personal injury or death caused by our negligence), which may arise out of or in connection with the use of our premises by you or any member of your party, however the loss is caused or the damage or injury is sustained.

You accept full responsibility for all damage to our premises, furniture, equipment or other property caused by you or any member of your party and we may levy additional charges to cover the cost of making good any damage, vandalism or breakages caused by you or any member of your party. We may also levy additional charges to cover any substantial cleaning that we consider necessary as a result of your actions or any of your party's actions.

You must warn your party that all keys lost will be subject to a replacement charge. We may also make additional charges in the event of any misuse of fire detection or prevention equipment.

You shall be liable for and shall indemnify us against any claims against us whatever their nature and including, but not limited to, claims in respect of death, injury, loss or damage (except claims for death or personal injury caused by our negligence) where such claims arise out of your event.

Personal property – we shall not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left upon the premises or in the cloakrooms, by you or any member of your party, however such loss or damage may be caused.

19. Insurance

You should make sure that you are fully insured against all losses or liabilities that may arise out of your event (including but not limited to those referred to in the last clause). We can supply information about insurance if you ask. We may refuse to accept any booking unless you prove that you have enough insurance to cover your liabilities.

20. Security and disruption of meetings

It is your responsibility to inform us if you have any reason to believe that your event is going to or may be likely to raise any security or safety issue, or if you know of any reason why we might need to provide additional security for your event (for example because there is a risk of disruption) however remote the issue or reason may be.

You will be in breach of the conditions of the booking if you fail to inform us of any such issue or reason. You must indemnify us against all damage or liability we suffer or incur as a result of any such issue or reason arising about which you have not told us in advance.

21. Services provided by a third party

If you ask us to arrange for a service provided by any other person or organisation, and we agree, we will act as your agent. Any resulting contract is between you and the person or organisation providing the service. We will not be responsible for the service in any way. We will treat the person or organisation as a person visiting you at the premises.

22. Use of name and logo

You may not use:

- the name 'Bath Spa University';
- Bath Spa University's logo;
- the name or logo of Bath Spa University or any of the its departments, schools or institutes; or
- any photographs of any part of our premises;

without our prior written permission.

You must not affix or permit anyone to affix any publicity for your event to any of our premises without our prior written consent.

23. Termination

If we consider that you or any member of your party is in breach of any of the obligations contained in the contract and that such breach is not capable of being put right, we may terminate this agreement without notice. In the event of such termination, you will not be entitled to a refund of any charges paid and any charges due will become payable immediately. You must vacate all of our premises immediately on termination.

24. Further terms

The contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

You agree that you shall not at any time during the contract and for a period of five years after its termination or expiry, disclose to any person any confidential information concerning our business, affairs, customers, clients or suppliers.

The contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral.

No variation of the contract shall be effective unless it is agreed in writing and signed by both you and us.

A person who is not a party to the contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract.