



**CONDITIONS OF USE OF VISITOR ACCOMMODATION AND FACILITIES
AT ABERYSTWYTH UNIVERSITY**

1. Contract

All reservations of the University's accommodation, facilities, meals service and any other services (the "Services") may be accepted by the University subject to the terms and conditions listed herein (the "Conditions"). These Conditions will apply to the exclusion of all other terms and conditions whether put forward by or on behalf of the Client or implied by law (insofar as the exclusion of the same is effective and/or lawful). Any agreement to alter these Conditions shall be void unless confirmed in writing and signed by either the University's Director of Residential & Hospitality Services or the Conference Office Manager.

If the University wishes to follow up an enquiry by the Client for the Services, the University will send the Client a provisional reservation form which shall include (amongst other things) its price quoted for the Services and the amount of any deposit payable (if applicable). Provisional reservations must be confirmed by the Client within 14 calendar days of the date of the University's provisional reservation form by signing and returning the provisional reservation form and paying in full the amount of any deposit due (if applicable).

No contract for the provision of any Services by the University shall come into existence unless and until the University has accepted and confirmed the reservation to the Client in writing (such acceptance and confirmation to be at the sole discretion of the University) and the University has received payment in full of any applicable deposit.

Any failure by the Client to confirm a provisional reservation in accordance with this clause 1 will result in the provisional reservation lapsing and the University shall be entitled to re-let the Services.

2. Alternative Accommodation

Where necessary the University reserves the right to provide alternative accommodation and/or facilities to those that have been reserved and at the same price. In all such cases the University will use its reasonable endeavours to ensure that the alternative accommodation and/or facilities provided are of a standard equal to those reserved. In the event that the University is unable to provide such alternative accommodation and/or facilities it shall refund in full any deposit and any other sums (if any) paid by the Client for the Services and the University shall have no further or other liability to the Client therefor.

3. Group Bookings

All Clients making a reservation for any group or party thereby warrants that he/she/it is authorised on behalf of all members of that group or party to enter into a Contract with the University, subject to these Conditions. The names and addresses of the Client and all members of the party or group must be provided to the University in writing prior to or at the time of arrival of the same at the University's premises. The Client shall be fully responsible for his/her/its party at all times whilst present on the University's premises and for the safety and supervision of all members of such party. Any information so supplied will only be used by the University for the purposes of administering the Contract and/or for complying with its statutory obligations.

4. Illness

The Client is responsible for notifying the University before the date the Services are due to be performed if any member of the party has suffered from or been in contact with an infectious illness during the four weeks prior to arrival at the University's premises. The University may at its sole discretion, exercised reasonably, cancel the reservation in respect of any individual who has been in contact with such an infectious illness or, having assessed the risk, the University may cancel the reservation of the entire party where it deems, at its sole discretion (acting reasonably), that it is necessary and appropriate to do so and in such instances the cancellation provisions of clause 8 shall apply as if the reservation has been cancelled by the Client.

5. Deposits

The amount of the deposit payable (if applicable) by the Client to the University will be notified to the Client by the University on its provisional reservation form, in accordance with clause 1. The deposit is a reservation fee and is not refundable in the event of cancellation of the reservation by the Client, but will be deducted from the total cost of the University's final invoice for the Services. The University will acknowledge receipt of a deposit when it confirms the reservation. All payments are to be made to Aberystwyth University.

6. Prices

All prices quoted by the University in accordance with clause 1 are based on costs which apply at the time when the reservation is made. Any changes to the costs incurred by the University, including (but not limited to) the price of labour, fuel or food may make it necessary for the University to adjust any price quoted to the Client for the Services, provided that the University notifies the Client of any such adjustment not less than 4 weeks prior to the commencement date of the Services. The University shall notify the Client in writing of any increase in the University's price for the Services as soon as reasonably practicable and the Client shall have the right to cancel his/her/its reservation within 14 calendar days of the date of such notice whereby the University will refund any deposit and any other amounts (if any) paid by the Client under the contract but otherwise the University shall be under no liability to the Client.

7. Payment

The balance of monies due on a reservation must be paid by the Client to the University at least six weeks prior to the day of arrival at the University's premises, unless the University agrees in writing to other payment terms.

The University will raise an invoice for any amounts which remain outstanding on or after departure of the University's premises by the Client. All invoices are payable in full within 28 days of the date of the invoice. Any delay in payment after this period will be subject to interest calculated at 5% per month or part thereof on all amounts outstanding after the due date until the actual date of payment (both before and after judgement).

All amounts payable pursuant to this Contract are exclusive of VAT which shall be payable by the Client where appropriate at the rate prevailing at the relevant tax point.

8. Cancellation

All cancellations must be notified in writing to the University by the Client and the date on which the University receives such notification shall be deemed the date on which the cancellation is effective.

Subject to the provisions of this clause 8, the following cancellation charges shall apply, so that cancellations occurring:

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| More than ten weeks before arrival | - | Deposit only is payable; |
| Between ten and six week before arrival | - | 30% of the full amount of the cost of the reservation is payable; |
| Between six and four weeks before arrival date | - | 45% of the full amount of the cost of the reservation is payable; |
| Between four and two weeks before arrival date | - | 60% of the full amount of the cost of the reservation is payable; |
| Two weeks or less before arrival date | - | 80% of the full amount of the cost of the reservation is payable; and |
| Non-arrival/no prior notice of cancellation | - | the full amount of the cost of the reservation is payable. |

If a cancelled reservation is subsequently filled, the University may at its sole discretion either credit or refund to the Client all or part of any money paid by the Client less any deductions made by the University to reimburse it for any reasonable costs incurred by it as a result of such a cancellation.

9. Reduction in Numbers

All reductions in numbers must be notified in writing to the University by the Client and the date on which the University receives such notification shall be deemed the date on which the reduction is effective.

Subject to the provisions of this clause 9, the following reduction charges shall apply so that any reduction in numbers occurring:

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| Between ten and six weeks before arrival date | - | 30% of the cost of the reservation for those persons not attending is payable; |
| Between six and four weeks before arrival date | - | 45% of the cost of the reservation for those persons not attending is payable; |
| Between four and two weeks before arrival date | - | 60% of the cost of the reservation for those persons not attending is payable; |
| Two weeks or less before arrival date | - | 80% of the cost of the reservation for those persons not attending is payable; and |
| Non-arrival/no prior notice of reduction | - | the full amount of the cost of the reservation for those persons not attending is payable |

10. Expenses

Clients are liable for reimbursing in full any expenses incurred by the University on their behalf or on behalf of members of their party in addition to and over and above the cost of the reservation.

11. Re-letting

Accommodation may be re-let by the University if not taken up within a reasonable period of time following the agreed date of arrival and if no notice of late arrival has been received by the University. Where the University is dealing with a Client who is a consumer, the University shall use all reasonable endeavours to contact the Client before re-letting its facilities for the purposes of confirming whether the Client still requires the Services.

12. Cancellation by the University

If the University is forced to cancel any bookings for any reason beyond its reasonable control its liability shall, subject to the provisions of clause 28, be limited to refunding all monies paid by the Client to the University at the time of cancellation.

13. Vulnerable Groups

Reservations for parties consisting of any persons under the age of 18 years or vulnerable adults (as defined by the Safeguarding Vulnerable Groups Act 2006) must be accompanied by a declaration of the numbers of such people and their

actual ages together with a declaration of the number and identity of the adults in charge of the party. The Client shall ensure that there are at least the number of adults required by law to supervise the party at all times, that all young people under the age of 18 or vulnerable adults will be so supervised and that all adults supervising the party are suitably qualified and experienced to do so. The Client shall also ensure that it complies with all relevant legislation and guidance concerning the protection of children or vulnerable adults, and such and all other applicable rules, guidance and legislation are complied with in full and that all criminal record checks as are required by this legislation have been conducted and that all individuals involved in any way in the supervision of children or vulnerable adults are registered with the appropriate body and are not in any way unfit or unsuitable to undertake the role. Unless such a declaration is made and the University confirms acceptance of booking, the University reserves the right to transfer such parties to other accommodation or to request them to vacate the University premises. The University reserves the right to retain all or part of the monies paid by the Client.

14. Termination by the University

The University reserves the right to terminate a reservation at any time and retain any deposit or other amounts paid by the Client for the Services for the following reasons:

- 14.1 if the University (or any part thereof) is closed due to any reason outside of its reasonable control;
- 14.2 the Client is subject to a change of control, becomes insolvent, is unable to pay its debts as and when due or otherwise ceases to exist;
- 14.3 where the Client is an individual, the Client becomes bankrupt, insolvent, makes any composition with his creditors, has a receiver appointed under the Mental Health Act 1983 or dies;
- 14.4 the Client is more than 30 days in arrears in respect of any payment to the University for any previous services;
- 1.45 if the Client does anything which in the reasonable opinion of the University does actually or might reasonably be expected to bring it or the Client into disrepute; and
- 14.6 if, in the reasonable opinion of the University's Director of Residential & Hospitality Services or the Conference Office Manager, any behaviour by the Client or any member of his/her/its party is deemed improper or unreasonable.

Where a reservation is so terminated in accordance with this clause and the Client is already present on the University's premises, the Client and his/her/its guests (if any) will immediately vacate all University premises and remove all of their property from the University premises.

15. Damage/Loss of Property

The University gives all information and makes all statements in good faith and will use its reasonable endeavours to check all information given to Clients and their agents. The University shall not be liable for any damage or loss to property, valuables or money resulting from information provided by the University or any agent or employee acting for the University, save where such loss or damage is caused by a wilful or negligent act of such person.

No responsibility is accepted by the University or its servants, agents or representatives for the loss of property of any description including (but not limited to) money, valuables, luggage, clothing or motor vehicles belonging to the Client or his/her/its visitors or guests, save where such a loss or damage is caused by a wilful or negligent act of the University, its servants, agents or representatives. Guests are responsible for ensuring that their rooms are locked when not in use and that they take all money and valuables with them at all times whilst on the University's premises.

The Client will be responsible for all damage caused to the University's premises and will pay the University in full on demand for the full amount required to make good or remedy such damage.

16. Health and Safety

Whilst the University makes every effort to comply with current regulations regarding the safety of its guests, it is the responsibility of every Client guest and leader of any party to ensure that the Client and all members of the group or party know the procedures in case of fire or other emergency. Notices of these regulations are posted and further information can be obtained at the offices of the Halls of Residence. Damage to or interference with safety appliances may result in the persons responsible or the party of which he/she is a member being told to vacate the University's premises. The Client shall indemnify the University against all and any loss and/or damage arising out of any misuse of fire alarms, fire extinguishers and/or any other University equipment including the total costs of any repairs or replacements to University property, and any other charges raised by the Fire Service or other public body.

If the activity or purpose for the room you wish to book involves anything potentially hazardous (for example: demonstration lectures using flammable chemicals; ultraviolet or microwave radiation; lasers, high voltage electricity etc) then a description of the hazards and an assessment of risk must be forwarded to the University's AU Safety and Environmental Advisor. In such cases, the reservation will remain provisional until approval is given.

17. Vehicles

All vehicles belonging to or in the control of the Client or his/her/its party must not exceed 20 mph whilst driving on the University campus. Free car parking is available in designated areas, subject to availability. All vehicles must display a visitor permit at all times whilst present on the University's premises. Vehicles, cycles or motor cycles are brought onto the University's premises at their owner's risk and the University accepts no responsibility for any vehicle brought onto campus. Cars should be parked in the designated car parks provided for vacation visitors and not on campus roads or elsewhere (*for more information please see the following document: Car Parks - Regulations for Vacation Visitors which is available at www.aber.ac.uk/residential/en/houseservices*). The University may request from the Client details of the

registration numbers and owners of all or any vehicles and/or motor cycles from time to time and the Client will promptly supply such details upon receiving such a request.

18. University Equipment

Any item of equipment on loan or hire from the University to any Client, guest or party in connection with the Services is the responsibility of the Client for the length of time it is on loan or hire until it is returned to the University and the Client is responsible for any loss or damage caused to the equipment and will indemnify the University in full in respect thereof save where use of the University equipment is supervised and controlled by a member of the University's staff and the damage or loss has not been wilfully or maliciously caused. Where notified by the University, the Client shall insure and keep insured for the duration of any hire or loan of any University equipment with reputable insurers for the full value of the equipment against every kind of loss, damage or destruction. The Client shall produce the policy to the University upon request together with the latest premium receipts and in default of affecting the same the University shall be entitled to do so and add the cost of such insurance to the price of the reservation.

19. Arrival and Departure Times

Bedrooms will be available for occupancy from 3.00pm on arrival day and all rooms must be vacated by 10.00am on departure day unless notification is received from or prior permission is given in writing by the University's Conference Office Manager for an alternative time.

20. Loss of keys

If a room key is mislaid the Client shall pay to the University the University's replacement key fee current at the time the key is mislaid.

21. Animals

Animals and pets are not permitted on University premises with the exception of guide dogs and other working dogs that assist people with disabilities.

22. Freedom of Speech

The Client acknowledges that the University has a duty to ensure that freedom of speech is afforded for students, employees and visiting speakers. The Client must inform the University at the time of making the reservation of any potential controversial activities which may occur whilst present on the University's premises which could affect the reputation of the University.

23. Licences and Consents

The Client will ensure that any third party licences, permissions or consents required by law or otherwise are obtained prior to the commencement of the Services.

24. Dangerous Articles

Firearms, explosives and all other articles of a hazardous or dangerous nature shall not be brought onto University premises.

25. No Smoking

Smoking is prohibited in all University buildings, semi-enclosed building entrances and outside entrances, windows and other areas where smoke could enter a building.

26. Complaints

Any complaint which is not resolved between the parties prior to departure must be submitted in writing to the conference office not more than one week after departure save where there are justifiable reasons why such time limit cannot be met.

27. University Name and Logo

The University does not give authority for its name or logo to be used on any publicity material or press reports for non-University events without its prior written consent. No publicity or marketing materials may be affixed to any University property without the prior written consent of the University.

28. Liability

Subject only to this clause 28, the University will not be liable to the Client (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any indirect loss or for any economic loss including (without limitation) loss of profits, business, goodwill, reputation, revenue or business opportunity whether direct or indirect caused arising out of or in connection with any performance or failure to perform the Services or any breach of these Conditions by the University.

Subject only to this clause 28, the University's liability under these Conditions will not exceed the value of the Services payable hereunder.

Provided that nothing in these Conditions shall operate as: -

to exclude the University's non-excludable liability in respect of death or personal injury caused by the negligence of the University, its servants or agents.

to affect the statutory rights of the Client where the Client is dealing as a consumer within the meaning of Unfair Contract Terms Act; or

to exclude the application of Section 12 of the Sale of Goods Act 1979; or

to exclude liability for fraudulent misrepresentation.

29. General

Neither party shall have any liability for any failure to perform or for any delay in the performance (other than as to payment) of any of its obligations under this Contract caused by any factor beyond its reasonable control.

This Contract is personal to the Client. The Client shall not assign, transfer or charge its rights and responsibilities under this Contract or any of them.

The provisions of these Conditions are severable and distinct from one another and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

The rights and remedies of the Client in respect of this Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the University neither to the Client nor by any failure of or delay by the University in ascertaining or exercising any such rights or remedies. Any release, waiver or compromise or any other arrangement of any kind (a release) by the University shall not affect its rights and remedies as regards any other party nor its rights and remedies against the Client in whose favour it is granted or made except to the extent of the express terms of the release and no such release shall have effect unless granted or made in writing. The rights and remedies in this Contract are cumulative and not exclusive of any rights and/or remedies provided by law.

These Conditions and this Contract shall not constitute and shall not be deemed to constitute any relationship of partnership, joint venture, principal and agent or employer and employee between the University and the Client and shall not in any way create a lease of the University premises.

The Client shall not impede in any way the University (or its agents and servants) in the exercise of the University's right of possession and control of each and every part of the University premises.

All notices under this Contract shall be in writing and may be served by post or facsimile transmission addressed to the recipient at the address given in the Contract or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under this Contract and every such notice shall be deemed to have been served by post at the expiration of 3 days after despatch of the same or if sent by facsimile transmission at ten hours local time on the next normal Business Day of the recipient following despatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner provided and in the case of a facsimile transmission report that it was transmitted to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal Business Day of the recipient.

For the avoidance of doubt nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.

These Conditions contain all the terms which the Client and the University have agreed in relation to the Services and supersedes any prior written or oral agreements, representation or understandings between the parties relating to such Services. The Client acknowledges that he/she/it has not relied on any statement, promise or representation made or given by or on behalf of the University which is not set out in these Conditions.

These conditions and the Contract between the University and the Client in respect of any reservations of University accommodation shall be governed and construed in accordance with English Law. Any dispute arising out of or in connection with a reservation of any kind, which cannot be settled amicably, shall be referred to arbitration under the special scheme devised by the Institute of Arbitrators in arrangements with the Association of British Travel Agents for the holiday industry. Details of this scheme will be supplied on request.

For the purposes of these Conditions, the term "Client" shall mean any individual, partnership, organisation, company, or firm making a booking and in the case of a group booking on behalf of any partnership, organisation, company or firm also the relevant partnership, organisation, company or firm.

For the purposes of these Conditions, the term "Contract" shall mean the contract between the Client and the University for the supply of the Services.

Where in relation to any reservation the Client is dealing as a consumer, these Conditions do not affect his/her statutory rights. You can, if you wish, obtain details of these rights from your local Citizen's Advice Bureau.

The Client acknowledges that the University is subject to the requirements of Freedom of Information Act 2000 (the "FOIA") and of the Environmental Information Regulations 2004 (the "EIR") and will assist and co-operate with the University (at the Client's expense) to enable the University to comply with these information disclosure requirements.

Where a request for information under the FOIA and/or the EIR submitted to the University concerns information held by the Client on behalf of the University, the Client will provide the Client with a copy of all the information requested in the possession or power in the form that the University requires within 5 working days of the University requesting the information (or such other period as the University may specify).