



1. Definitions

In these terms and conditions the following words will have the following meanings:-

'Agreement' means this Agreement between You and Us for residential accommodation at the Venue which incorporates the Offer Letter and these terms and conditions;

'You' means the person entering into this Agreement 'Your' or 'Yours' shall be interpreted accordingly;

'Us' means the University of Bath and 'We' or 'Our' shall be interpreted accordingly;

'Booking confirmation' means the document described in clause 2.1 below;

'Booking' means the booking made by You for the Accommodation for a period of time from the Arrival Date as specified in the Booking confirmation document;

'Venues' means Our premises known as Eastwood, Brendon Court, Polden Court, Westwood (Quarry, Mendip, Cotswold, Derhill, Quantock, Wolfson), Solsbury Court, Marlborough Court, Woodland Court and John Wood, Carpenter House (or such of these as are available from time to time);

'Accommodation' means the residential accommodation at the Venues which is hired to You and the Guests on the terms of this Agreement;

'Arrival Date' means the date from which the Accommodation will be provided to You;

'Guests' means the persons who will occupy the Accommodation under the terms of this Agreement.

2. The Offer of Accommodation

2.1 After We receive an enquiry from You for Accommodation We will contact You confirming details of the Accommodation which We can offer to You including:

- (a) the Venue;
- (b) the dates for which You require the Accommodation;
- (c) the number of rooms required;
- (d) the nightly rate for each room required and total price of the Accommodation required; and
- (e) any special requirements which You have notified to Us in accordance with clauses 2.5 or 2.6.

2.2 A Booking form will be sent to You along with a copy of this Agreement. Please ensure you read the Agreement and confirm on the booking form by ticking the appropriate box that you have read and accepted Our Terms and Conditions. Full payment will be required at time of booking.

2.3 If We have not received a completed booking form, with full payment, We will assume that You do not wish to proceed with the Accommodation and may, at Our discretion, not proceed with your booking

2.4 If there are any changes or cancellations by You from the Agreement as set out in the Booking confirmation then cancellation charges as set out in clause 4.1 may apply.

If You or any of the Guests have a disability which means that You or any of the Guests need special provision to be made for You or any of the Guests at the Accommodation then We need You to notify Us of this when You enquire about the Accommodation. We will confirm to You in the Booking Confirmation the special provisions that We are able to provide to You or the Guests and You must ensure that these are suitable for Your or the Guests' needs before arrival. In the event that the Accommodation provided to You is not suitable for Your or the Guests' needs then You may cancel this Agreement at any time without liability to Us and clause 4.1 shall not apply.

If You or any of the Guests have any special requests regarding the Accommodation ("the Special Request") then You must notify Us of these when You enquire about the Accommodation. The Special Request will be noted in the Booking confirmation. We will use our reasonable endeavours to ensure that We can accede to all reasonable Special Requests. However all rooms, equipment, furniture and facilities at the Venue are subject to availability and accordingly We cannot guarantee that the Special Request will be provided.

3. Our Agreement

3.1 These terms and conditions form part of this Agreement and should be read accordingly.

3.2 This Agreement will take effect once We have received a completed booking form and full payment from You and You have complied with the provisions of clause 6.1.

3.3 These terms and conditions are the only terms of the Agreement and replace any previous agreement or understanding. This Agreement is between You and Us and You may not transfer Your rights under it to any other person or organisation. Our website is correct at the time of publication, however changes may be made to the Venues or the Accommodation subsequent to the website being updated. You should check the details of the Venues or the Accommodation with Our staff at the Beds@bath Office prior to returning the completed booking form to Us. We will not be responsible for the Venues or the Accommodation differing from any descriptions of them set out on our website.



- 3.4 We cannot enter into an Agreement or accept a Booking from any person who is under the age of 18 however children under the age of 18 may be Guests provided that You comply with the provisions of clause 8.1(d).

4. Cancelling and amendments to This Agreement

- 4.1 If you wish to cancel your confirmed booking You must notify Us in writing or by telephone NOT LESS THAN 7 DAYS BEFORE THE ARRIVAL DATE. IF YOU CANCEL THE ACCOMMODATION LESS THAN 7 DAYS BEFORE THE ARRIVAL DATE THEN WE RESERVE THE RIGHT TO IMPOSE A CANCELLATION CHARGE UPON YOU EQUAL TO THE COST OF THE ACCOMMODATION FOR ONE NIGHT WHICH WILL BE PAYABLE IN ACCORDANCE WITH CLAUSE 6.3.
- 4.2 If you wish to amend the terms of your booking we will try to accommodate reasonable requests and where changes are accepted we will notify you in writing
- 4.3 At Our discretion We may make an additional charge for amendments made at Your request.
- 4.4 We reserve the right to make changes to the Accommodation or to provide Accommodation at a different Venue where this is necessary. If there are minor changes to the Accommodation We will endeavour to ensure that the Accommodation with which You are provided is equivalent or similar to the Accommodation specified in the Booking confirmation. If there are major changes to the Accommodation We will email or telephone You to notify You of this and You will be provided with the following options:-
- (a) accepting the changes to the Accommodation;
 - (b) changing Your Booking so that We provide either different Accommodation or Accommodation at a different Venue; or
 - (c) cancelling Your Booking and receiving a full refund of all sums paid to Us in advance of such cancellation. All refunds will be provided promptly and in any event within 7 days of the date of the cancellation of the Booking.

You must notify Us within 7 days of Our email or telephone call of the option which You wish to accept. If You wish to change Your Booking We will send you an amended booking confirmation. In the event that We do not hear from You within 7 days of Our Booking confirmation We will assume that You wish to cancel Your Booking and receive a full refund of all sums paid to Us in advance of such cancellation. We will write to You confirming the cancellation and Your refund will be provided promptly.

5. Cancellation by Us

- 5.1 We may cancel the booking without any liability for any loss suffered by You if You have not paid Us for the Accommodation in accordance with clause 6.2.
- 5.2
- (a) We may in certain unforeseen circumstances have to cancel the Booking and if this occurs We will notify You verbally as soon as possible and confirm the cancellation in writing within 3 days.
 - (b) If You have paid any sums to Us in advance of such cancellation We will refund such sum to You with the written notice of cancellation or You may elect to change Your Booking to an alternative date in which case We will send You an amended booking confirmation specifying the new Arrival Date.
- 5.3 We reserve the right to provide facilities different from those detailed in the Booking confirmation and will use our best endeavours to ensure that any facilities provided are equivalent or similar to those detailed in the Booking Confirmation

6. Payment and Price

- 6.1 When You return the completed booking form to Us You must provide full payment for the Booking as specified in the Booking confirmation.
- We will deduct the full amount of the Booking as specified in the Booking confirmation from Your credit or debit card at the time of booking.
- 6.2 We reserve the right to deduct from your credit/debit card additional charges incurred by You under this Agreement.
- 6.3 If payment is unable to be taken at the time of booking your booking will not be processed.
- 6.4 The price of the Accommodation set out in the Booking confirmation will not be changed after this Agreement has come into effect in accordance with clause 3.2.

7. Accommodation

- 7.1 The Accommodation will be available to You after 2.00 p.m. on the Arrival Date. Keys to the Accommodation will only be released after We have received full payment for the Booking in accordance with clause 6.1 and 6.2. The Booking confirmation will specify the arrangements for collecting the keys to the Accommodation.



- 7.2 All Accommodation must be vacated by 10.00 a.m. on the date of departure and the keys to the Accommodation must be returned to the Accommodation Services Centre or such other location as may be notified to You. IF YOU DO NOT RETURN THE KEYS BY 10.00 A.M. 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. Failure to remove possessions and/or equipment from your room amounts to a failure to vacate within this clause
- 7.3 Extensions to bookings will only be possible with Our agreement and full payment will be required.
- 7.4 If you lose keys to the Accommodation in which you are staying the UoB reserve the right to charge You or a guest for replacement keys and/or door furniture

8. Your Obligations

- 8.1 You will be responsible for ensuring that:
- (a) the number of persons in any room does not exceed its recommended maximum capacity;
 - (b) the behaviour of You and the Guests on Our premises is appropriate and acceptable. If You or the Guest's behaviour could objectively be regarded as 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 exclude You or the Guests from the Accommodation or from the Venue;
 - (c) You and the Guests cause as little disturbance as possible to Our staff and students or others who may be resident or working at or near the Venue;
 - (d) any children under 18 years of age using the Accommodation are properly supervised. If children arrive at the Venue without proper supervision We reserve the right to refuse access to the Venue and if any child could objectively be regarded as not properly supervised We may ask them to leave the Venue until such time as proper supervision is available;
 - (e) You must read and comply with the fire notices at the Venue. You must only use the fire equipment in the Venue in the event of an emergency. We reserve the right to invoice You for our costs incurred due to negligent or improper use of fire equipment at the Venue by You or the Guests and You will pay such invoice in accordance with clause 6.3;
 - (f) Neither You or the Guest may bring pets into the Venues or the Accommodation. If You or one of the Guests have a guide dog which You or they need to bring to the Accommodation You must notify Us of this in advance so that special arrangements can be made for yourself or the Guest and the guide dog;
 - (g) the Guests are familiar with and understand the provisions of this Agreement and You are responsible for ensuring that they comply with its terms;
 - (h) taking all reasonable steps to ensure that the personal property of You and the Guests is kept safe and secure whilst You and the Guests are at the Accommodation including locking doors and windows when the Accommodation is unoccupied; and
 - (i) You and the Guests must comply with Our regulations which apply to the Venue and the Accommodation with all reasonable requests and instructions of Our employees.
- 8.2 You are responsible for the rooms, furniture, furnishings and equipment in the Accommodation and the Venues. You must ensure that on the date of departure all furniture and equipment has been returned to the original location upon arrival. Any damage caused by Your or the Guests' neglect or default may result in a charge to You of the cost of rectifying this damage. If such damage prevents the Accommodation or Venues being used whilst the damage is repaired then You will be charged for any revenue which We lose during this period. We will invoice You for any charges imposed under this clause 8.2 and You will pay such invoice.
- 8.3 You and the Guests will leave the Accommodation at or before the end of the Booking. In the event that You or the Guests do not leave the Accommodation at the end of the Booking We reserve the right to charge You at our standard daily rate for the number of days which You or the Guests remain in the Accommodation after the end of the Booking. We also reserve the right to charge You for the revenue which We lose during this period and for our costs including legal costs and management time which We incur as a result of You or the Guests continuing to occupy the Accommodation after the end of the Booking.
- 8.4 In clause 8.1(d) We will only take steps to ask children to leave the Accommodation if the children involved could objectively be regarded as:-
- causing or likely to cause damage to the Accommodation or the Venue;
 - causing or are likely to cause harm to themselves or other people at the Venue; or
 - causing or are likely to cause disruption to other people using the Venue.
- 8.5 You may request written reasons for any decision taken by Us under clause 8.1 within 7 working days of the date of the decision. If You are unhappy with any decision which We take under clause 8.1 You may refer the matter to the Sales and Customer Service Manager for determination. If You are not satisfied with the decision that You receive, You may refer the matter to the Head of Accommodation and Hospitality Services for final determination.



9. Our Liability

- 9.1 We accept responsibility if You or a Guest are injured or die as a result of Our negligence. We will not limit this responsibility.
- 9.2 We will only accept responsibility for damage to physical property owned by You or a Guest arising from Our negligence. We are not responsible for the loss or damage to physical property resulting from your failure to comply with clause 8.1(i). Subject to clause 9.1 above, We do not accept responsibility for any other loss or damage suffered by You or any Guest resulting from:-
- 9.3.1 any losses that were not foreseeable to both You and Us when this Agreement was entered into;
- 9.3.2 any losses that were not caused by Our negligence or any breach by Us of this Agreement; and
- 9.3.3 loss of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss suffered by You.

10. Insurance

- 10.1 We strongly recommend that you obtain insurance which will cover your obligations under this contract including the payments due on cancellation by you. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.
- You should ensure that Guests are aware of the terms set out in this Agreement and take out their own insurance cover as necessary.
- If you or any member in your party causes any loss damage or injury to any person or to UoB's property you will compensate UoB for any loss claim or liability it suffers as a result.

11. Parking

- 11.1 You or a Guest may park cars in UoB's car parks provided they pay the appropriate fee and display an authorised parking permit. Blue Badge holders may park in the designated parking spaces free of charge. UoB cannot guarantee parking spaces which are subject to availability and on a first-come first-served basis. Persons using vehicles on the University of Bath sites do so at their own risk and the UoB will not accept responsibility for loss or damage to them or their contents, however caused

12. Complaints Procedure

- 12.1 In the event that You or the Guests experience any problems with the Accommodation or the Venue or wish to make a complaint then You must notify the Beds@bath Office at the address set out in clause 13 below as soon as possible. We request that any complaints are brought to Our attention during your stay and We will use our reasonable endeavours to resolve the matter as soon as possible.
- 12.2 If a problem with the Accommodation or the Venue which You have reported in accordance with clause 12.1 or Your complaint is not resolved to your satisfaction during Your stay at the Accommodation then within 14 days of Your date of departure We request that You write to the Sales and Customer Service Manager at the Beds@bath Office at the address set out in clause 13 below setting out Your complaint and all relevant information relating to it. We will use Our reasonable endeavours to resolve the matter as soon as possible.

13. Communications

- 13.1 If You wish to contact Us with regard to this Agreement Our contact details are as follows:-
Beds@bath Office, Accommodation Services Centre, The University of Bath, BATH BA2 7AY
Tel: 01225 386622 email:beds@bath.ac.uk
- 13.2 All communications to Us in relation to this Agreement must be in writing sent by email to the email address above. We will contact you at the email address set out in the Booking confirmation unless You notify Us in writing of an alternative address.

14. General

- 14.1 We will not be liable to You for Our failure to perform any of Our obligations in this Agreement if that failure is due to circumstances beyond Our control.
- 14.2 If You break any of the terms of this Agreement but We choose not to exercise Our rights or delay in exercising Our rights this does not mean that We cannot exercise those rights after the delay or at a later date if You break the same terms again.
- 14.3 If We break any of the terms of this Agreement but You choose not to exercise Your rights or delay in exercising Your rights this does not mean that You cannot exercise those rights after the delay or at a later date if We break the same terms again.
- 14.4 For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.
- 14.5 If a court or applicable administrative body decides that any term of this Agreement is invalid or incapable of being enforced it will be deleted from this Agreement but the rest of this Agreement will take effect as if it had never existed. In these circumstances We will try to agree with You on a suitable replacement for the deleted term.



14.6 Our agreement is under the laws of England and Wales but You are not prohibited from starting proceedings in the courts of any part of the UK.

This agreement is a binding document and you should read it carefully before entering into it to ensure that it includes all the provisions that you require and no provisions to which you are not willing to agree.

Beds@bath
Accommodation & Hospitality Services
University of Bath
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www.HAatbath.co.uk