

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF ACCOMMODATION

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Conditions, this is what they will mean:

“Accommodation” the overnight accommodation we provide to You in accordance with these Conditions

“Booking” a booking which has been confirmed by Us (as described in **Condition 2.6**) for the provision of Accommodation as set out in Your reservation request

“CEL” Chichester Enterprises Limited (company number 5162778) whose registered office is at Bishop Otter Campus, College Lane, Chichester, West Sussex PO19 6PE

“University” the University of Chichester (company number 4740553) whose registered address is College Lane, Chichester, West Sussex, PO19 6PE

“We” CEL and “Our” and “Us” will have the same meaning

“You” the individual submitting the reservation request and who will have responsibility for the Booking

2. OUR CONTRACT WITH YOU

2.1 These Conditions are the terms and conditions on which We supply Accommodation to You and all guests named on the Booking.

2.2 Bookings can be made with the Conference Office by telephone using the details in **Condition 13** or by using the online reservation system at <https://rooms.chi.ac.uk/>.

2.3 By submitting a reservation request to Us in accordance with this **Condition 2**, You are confirming that You are authorised to do so on behalf of all persons named in the reservation request and You are acknowledging that all members of Your party agree to be bound by these Conditions.

- 2.4 Bookings for groups of 10 or more should be made by contacting Us at our Conference Office using the details in **Condition 13**. For group bookings of 10 or more guests, We require You to be resident at the Accommodation for the duration of the Booking.
- 2.5 When You submit Your reservation request to Us, this does not mean We have accepted Your reservation request. Our acceptance of Your reservation request will take place as described in **Condition 2.6**.
- 2.6 When Your reservation request has been received and processed by Us, We will:
- 2.6.1 subject to availability, issue a confirmation of your reservation request which will be sent to You by email using the email address that You have supplied during the reservation process or by post to the address provided during the reservation process where such reservation request was made by telephone; and
 - 2.6.2 deduct the full cost of Your Booking from Your credit or debit card, details of which You have provided at the time of submitting Your reservation request to Us.

These Conditions will become binding on You and Us when We send You confirmation of Your Booking as described in this Condition 2.6 and a contract will come into existence between You and Us. You should retain a copy of this confirmation for Your reference.

- 2.7 Please ensure that You read these Conditions carefully and check the details of Your Booking as soon as You receive it. If You think there is a mistake or require any changes, please contact Us immediately to discuss. We will confirm any changes in writing to You to avoid any confusion between You and Us.
- 2.8 We will always endeavour to rectify any inaccuracies in Your booking. We cannot accept liability for any inaccuracies that are not brought to Our attention within seven days of Our confirmation of Your Booking, nor can We accept responsibility for inaccurate information that You have supplied.
- 2.9 If We are unable to provide You with the Accommodation, We will inform You of this immediately for requests using the online Booking System and within one working day for requests made over the telephone. We will not process Your reservation request.

3. **CHANGES TO YOUR BOOKING**

- 3.1 If You wish to make any changes to Your Booking, please notify us by telephone or in writing by post or by email as soon as possible using the details in **Condition**

13. Any amendments to the dates of Your stay will be subject to availability and to payment of any difference in room rates which are applicable since the date of confirmation of Your Booking.

3.2 From time to time prior to Your stay, We might need to make changes to Your Booking that might significantly affect Your stay. If We do, We will notify You of this and agree the changes with You and provide You with alternative accommodation equivalent to that which You have requested. If You are not satisfied with the alternative accommodation, You will be entitled to cancel Your Booking.

3.3 If the cost for the alternative accommodation is less than the amount You paid for Your original Booking, We will refund this to You within [5] days of notifying You of the change to Your Booking.

4. **CANCELLATION BY YOU**

4.1 If You need to cancel Your Booking with Us other than as described in **Condition 3.3**, please notify Us in writing or by email to the Conference Office using the details in **Condition 13** as soon as possible, quoting Your Booking reference number.

4.2 If You cancel Your Booking (other than as described in **Condition 3.3**), We may charge You a cancellation fee. Details of these charges are set out below:

For notices of cancellation received more than 12 weeks prior to Your arrival	No cancellation charge will be payable to Us.
For notices of cancellation received between 12 and 4 weeks prior to arrival prior to Your arrival	50% of the total price payable in relation to Your Booking.
For notices of cancellation received less than 4 weeks prior to Your arrival	100% of the total price payable in relation to Your Booking.

4.3 You may cancel a Booking with immediate effect by giving Us written notice if:

4.3.1 We go into liquidation or a receiver or an administrator is appointed over Our assets; or

4.3.2 We change these Conditions under **Condition 15.1** to Your material disadvantage; or

4.3.3 We are affected by an Event Outside Our Control (as referred to in **Condition 12**).

5. **OUR RIGHTS TO CANCEL**

5.1 We may cancel Your Booking at any time with immediate effect by giving You written notice if:

5.1.1 You do not pay Us when You are supposed to as set out in **Condition 8**;
or

5.1.1 We consider the behaviour of You or any of Your guests at the Accommodation to be unacceptable or may damage Our reputation; or

5.1.2 We have grounds to believe that any activities of You or Your guests at the Accommodation could be considered to be dangerous, offensive, illegal or immoral;

5.1.3 You or any of Your guests do not comply with Our policies, including Our policies relating to health and safety, smoking, use of any information technology at the Accommodation, which are available at online at <http://www.chi.ac.uk/business-employers/conference-services/bb>;

5.1.4 You break the contract in any other material way and You do not correct or fix the situation as soon as reasonably possible following Our request for You to do so; or

5.1.5 We are affected by an Event Outside Our Control (as referred to in **Condition 12**).

5.2 We cannot be held responsible for any cancellation of Your Booking if You do not comply with these Conditions (including, but not limited to, circumstances where We are unable to obtain the payment we need from Your credit or debit card company in order to process Your reservation request) and We will not be liable for any costs or expenses You might incur as a result of this.

6. **GUESTS**

6.1 Any guests under 18 years of age must be accompanied by a responsible adult at all times and must be accommodated with an adult guest named in the same Booking in the same Accommodation. We will not be able to provide any cots, bedding, highchairs or other equipment for infants or children.

6.2 Only guests named in Your Booking will be allowed to use, occupy the Accommodation.

- 6.3 You must ensure that You and Your guests act in a responsible manner with due consideration to other guests at the Accommodation and staff, students or visitors at the Accommodation or the University.
- 6.4 If You or any member of Your party has a medical problem or disability which may affect Your or their stay, please let Us know at the time of submitting Your reservation request or as soon as possible after confirmation of Your Booking so that We can make provision for those particular needs or advise if We are unable to make such provisions. If You have notified Us of the medical condition or disability at the time of submitting your reservation request, You will be entitled to cancel Your Booking free of charge if We are unable to make appropriate provision for Your need.
- 6.5 No animals will be permitted at the Accommodation or in the grounds or common areas of the Accommodation save for trained assistance dogs.

7. **ARRIVALS AND DEPARTURES**

- 7.1 Rooms are available from 3pm on date You arrive. Please let Us know if Your arrival time will be later than 9:30pm on the date of arrival.
- 7.2 Rooms must be vacated by 10am on the date of Your departure. If You do not leave Your room by this time We may charge You a late check-out charge which will be the daily room rate for Your room as at the date of check-out.
- 7.3 We may charge You up to £25 per key for any keys that You do not return to Us at check-out.

8. **PAYING FOR YOUR BOOKING**

- 8.1 Accommodation will be paid for upon confirmation of Your Booking as set out in **Condition 2.6**. No deduction will be made from Your credit or debit card until We confirm Your Booking. You will not be permitted to check in at the Accommodation unless full payment has been received. Room prices are per room, per night and are inclusive of value added tax. Breakfast is included in the room price.
- 8.2 Unless We confirm otherwise as part of Your Booking, additional items or incidentals such as (but not limited to) internet access are not included in the price of Your stay. If You incur any additional costs during Your stay, You will need to settle these costs prior to Your departure.

9. **HEALTH AND SAFETY**

- 9.1 You and others named in Your Booking must not use the Accommodation for any activities which are or could be dangerous, offensive, noxious, illegal or immoral

or cause a nuisance to Us or the University, or Our employees, agents, students, visitors or any other person at the University. You will be responsible for any damage caused to the Accommodation or any part of the University.

- 9.2 You and the others named in Your Booking must not bring dangerous, explosive, combustible or illegal substances into the Accommodation or any other part of the University.
- 9.3 You should read and familiarise yourself with all emergency and evacuation procedures which are displayed at the Accommodation. You and the others named in Your Booking must not obstruct any fire exit and You and the others named in Your Booking must not interfere with fire fighting equipment, safety signs or notices.
- 9.4 Any accidents must be reported to the Conference Officer who will make a formal record and assist You where needed.
- 9.5 Smoking is not permitted in the Accommodation or any other part of the University. With the exception of assistance dogs, no animals are allowed.

10. **IF THERE IS A PROBLEM WITH THE SERVICES**

- 10.1 In the unlikely event that You have any complaint or concern regarding the Accommodation:
- 10.1.1 please contact Us and tell Us as soon as reasonably possible;
- 10.1.2 please give Us a reasonable opportunity to repair or fix any problem.
- 10.2 Our complaints procedure is available on Our website, www.chi.ac.uk, or upon request from the Conference Office.
- 10.3 As a consumer, You have legal rights in relation to services not carried out with reasonable skill and care or as described to You. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Conditions will affect these legal rights.

11. **OUR LIABILITY TO YOU**

- 11.1 If We fail to comply with these Conditions, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach, these Conditions or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they are an obvious consequence of Our breach or if they were contemplated by You and Us at the time we entered into the contract with You.

- 11.2 We do not exclude or limit in any way Our liability for:
- 11.2.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 11.2.2 fraud or fraudulent misrepresentation;
 - 11.2.3 any matter which cannot be excluded or limited as a matter of law.

12. **EVENTS OUTSIDE OUR CONTROL**

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Conditions that is caused by an Event Outside Our Control (which is defined in **Condition 12.2** below).
- 12.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 12.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Conditions:
- 12.3.1 We will contact You as soon as reasonably possible to notify You; and
 - 12.3.2 We will refund to You any payment You have made to Us in respect of Your Booking.

13. **INFORMATION ABOUT US AND HOW TO CONTACT US**

- 13.1 We are a company registered in England and Wales. Our company registration number is 5162778 and Our registered office is at Bishop Otter Campus, College Lane, Chichester, West Sussex PO19 6PE.
- 13.2 If You have any questions or if You have any complaints, please contact the Conference Office. You can contact Us by telephoning Our Conference Office at 01243 812 120 or by e-mailing Us at bedandbreakfast@chi.ac.uk.
- 13.3 If You wish to contact Us in writing, or if any provision in these Conditions requires You to give Us notice in writing (for example, to cancel the contract), You can send this to Us by e-mail, by hand, or by pre-paid post to the Conference Office, Chichester Enterprises Limited at the University of Chichester, Upper Bognor Road, Bognor Regis, West Sussex, PO21 1HR or bedandbreakfast@chi.ac.uk. We will confirm receipt of this by contacting You in writing. If We have to contact You or

give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in the Booking.

14. **DATA PROTECTION**

14.1 We will collect various personal data about You in the course of carrying out Our business and/or fulfilling its obligations to You under these Conditions.

14.2 Personal data is information which relates to You and which can identify You as a living individual, on its own or when combined with other information We hold. Common examples of personal data which may be collected about You and used by Us in Our day to day business activities include: full name; address; contact telephone number(s), email addresses; and/or Your communications with Us.

14.3 We collect personal data from You and all guests named on the Booking to establish and manage the services We provide to You. We may collect Your personal data through details which You submit via the internet, in person, over the telephone, or email as You use Our services.

14.4 We may process Your personal data for the following reasons:

14.4.1 administering Your request for and providing You with the Accommodation;

14.4.2 processing Your payment for the Accommodation; and/or

14.4.3 compliance with legal, regulatory and other good governance obligations.

14.5 By using Our services in accordance with these Conditions, You will have the option to opt into Us providing You with information, by hardcopy mail, email or electronic means, about new products, promotions, special offers and other information which may be of interest to You. If You prefer not to receive such details at any point after accepting, please inform Us by contacting Us using the details in **Condition 13**.

15. **CHANGES TO THESE CONDITIONS**

15.1 We may revise these Conditions from time to time in the following circumstances:

15.1.1 changes in how We accept payment from You; and

15.1.2 changes in relevant laws and regulatory requirements; and

15.2 If We have to revise these Conditions under **Condition 15.1**, We will give You at least one month's written notice of any changes to these Conditions before they take effect. You can choose to cancel the contract in accordance with **Condition 4**.

16. **OTHER IMPORTANT TERMS**

16.1 We may transfer Our rights and obligations under these Conditions 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 these Conditions.

16.2 You may only transfer Your rights or Your obligations under these Conditions to another person if We agree in writing.

16.3 This contract is between You and Us. No other person shall have any rights to enforce any of its terms.

16.4 Each of the paragraphs of these 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.

16.5 If We fail to insist that You perform any of Your obligations under these Conditions, 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. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

16.6 These Conditions are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.