



CONDITIONS OF USE OF VISITOR ACCOMMODATION AND FACILITIES AT ABERYSTWYTH UNIVERSITY

1. Who is this contract between?

The contract is between Aberystwyth University (the 'University') and You (the 'Client'), for any reservation of University accommodation, facilities, meals or any other service (the 'Services') accepted by the University and subject to the terms and conditions listed herein (the 'Conditions'). This Contract is personal to the Client. The Client shall not assign, transfer or charge its rights and responsibilities under this Contract. Any agreement to alter these Conditions shall be void unless confirmed in writing either by the University's Head of Commercial Services or the University's Business Development Manager. No contract for the provision of any Services shall come into existence unless and until the University has accepted and confirmed the reservation to the Client in writing.

2. Making a group booking

Any Client making a reservation for any group or party thereby warrants that they are authorised on behalf of all members of that group or party to enter into a Contract with the University, subject to these Conditions. The Client is responsible for ensuring all members of the group comply with these terms and conditions. The names of all members of the group or party must be provided to the University in writing 4 weeks prior to arrival at the University's premises. The Client shall be fully responsible their group or party at all times whilst present on the University's premises and for the safety and supervision of all its members.

3. Confirming your booking

Your booking becomes confirmed, on the basis of these terms and conditions, upon receipt by the University of an unaltered Booking Contract signed by the Client and receipt of a 10% deposit payment. The University reserves the right to charge up to 50% deposit for bookings with significant operational implications. The Booking Contract will state the accommodation, meals and other facilities you have booked, and it will include any other arrangements which have been agreed between the Client and the University. When you confirm a booking, the Client agrees to pay all charges for accommodation, meals and other facilities set out in the Booking Contract, unless these are changed or cancelled under the terms outlined in clauses 7, 8 or 10 below. In that case the Client must pay the charges in accordance with the relevant clause.

4. Alternative Facilities and Services

Where necessary the University reserves the right to provide alternative facilities and/or services to those that have been

reserved. In all such cases the University will endeavour to ensure that the alternative facilities and/or services provided are of a standard equal or better to those reserved and at the same price. In the event that the University is unable to provide an alternative it shall refund in full any sums paid by the Client and the University shall have no further or other liability to the Client.

5. Prices

All prices quoted by the University in accordance with clause 1 are based on costs which apply at the time of the reservation. 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 not less than 6 months prior to the commencement date of the Services. The Client shall have the right to cancel the reservation within 14 days of the notification whereby the University will refund any sums paid by the Client under the contract. The University shall be under no further obligation or liability to the Client.

6. Paying your invoice

The Client will be invoiced for all charges less deposit approximately 7 days after the event. The Client must pay in sterling the full amount of the invoice to the details shown on the invoice, 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 until the actual date of payment (both before and after judgement).

7. Altering your booking

If, by written agreement with the University, the Client alters the booking, the University will send the Client a new Booking Contract to sign and return within 14 days. The new Booking Contract will include any charges for cancelled Services under the old Booking Contract that must be paid for under Clause 10. Each new Booking Contract issued by the University will, when signed by the Client, replace any previous Booking Contract.

8. Extra accommodation, meals or other facilities

If the Client asks for any extra accommodation, meals or other facilities, the University will use all reasonable endeavours to provide them. We cannot guarantee that we will be able to meet your requests but will make every effort to do so. We shall have no liability whatsoever should we fail to do so.

9. Cancelling all or part of your booking

RESIDENTIAL BOOKINGS

Cancellation more than one year in advance of the start date of the event

In the event that the Client cancels the entire booking, the University will not charge the Client for the cancellation. If the Client cancels part of the booking, the University will not charge the Client for the partial cancellation, but reserves the right to move the booking to facilities more suited to the reduced size of the event, provided such facilities are available.

Cancellation less than one year in advance of the start date of the event

If the Client cancels all or part of the booking less than one year in advance of the start date of the event, the following cancellation charges will apply:

Period	Cancellation	Part Cancellation
Between 52 and 12 weeks before arrival	10% of the value of the Booking Contract	10% of the cost for those persons not attending
Between 12 and 6 weeks before arrival	30% of the value of the Booking Contract	30% of the cost for those persons not attending
Between 6 and 4 weeks before arrival	60% of the value of the Booking Contract	60% of the cost for those persons not attending
Between 4 and 2 weeks before arrival	80% of the value of the Booking Contract	80% of the cost for those persons not attending
2 weeks or less before the arrival or non-arrival	100% of the value of the Booking Contract	100% of the cost for those persons not attending

The Client may cancel up to 5% of the accommodation, meals and other facilities booked without charge provided you notify the University in writing at least 14 days in advance of the event. The University will base the 5% limit on the highest number of bedrooms, meals and other items for which the Client made a confirmed booking.

If a cancelled booking is subsequently filled, the University may at its sole discretion either credit or refund to the Client all or part of any monies 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.

The University will invoice the Client any cancellation costs not more than 14 days after written notification of the cancellation. Part cancellation costs will be charged to the Client in accordance with Clause 6.

NON-RESIDENTIAL BOOKINGS

Fourteen days' notice is required for cancellations or a cancellation charge of 50% of the total booking will apply. In the event of less than two working days' notice or non-arrival then the total cost of the reservation will apply.

Should a late cancellation be due to circumstances beyond your control, then please contact the Conference Office Manager to discuss a credit for a future reinstatement of this booking.

Final catering numbers are to be provided three working days prior to the event.

10. Giving us the final details

The Client must confirm in writing final timings, menus and any special dietary requirements not less than 14 days before the scheduled commencement of the event. Any doubt over the University's ability to provide certain requirements, needs to be communicated at the time of booking. Should the Client not provide this information, the University will decide what it should supply and charge accordingly.

11. Termination by the University

The University reserves the right to terminate a booking at any time for the following reasons:

- if the University (or any part thereof) is closed due to any reason outside of its reasonable control;
- 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;
- the Client is more than 30 days in arrears in respect of any payment to the University for any previous services;
- 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
- if, in the reasonable opinion of the University's Director of Campus & Commercial Services or the Business Development Manager, any behaviour by the Client or any member of their 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.

12. Changes to room allocations

To meet the needs of as many customers as possible, the University may alter the meeting rooms, dining rooms or residential accommodation allocated to the Client. There will be no extra charge to the Client if the University changes the room allocations.

13. Arrival and departure information

Bedrooms will be available from 3pm on the day of arrival, and must be vacated by 9.00am on the day of departure (10.00am for University Bunkhouse bookings), unless otherwise agreed in writing with the University. Clients need to ensure all members of their group or party are aware of these times as the University may charge for late departure. Lost or non-returned keys are charged at £30 (plus VAT) per key.

14. Animals and pets

Please make sure that the members of your party know that no animals or pets of any kind, except assistance dogs, are permitted on University premises.

15. Food and Drink

The Client, or any member of the Clients group or party may bring food or drinks into any University self-catering accommodation.

The Client, or any member of the Clients group or party must not bring food or drinks onto any other University premises without the

prior express agreement of the University. Clients will be charged corkage or equivalent charges for all drinks or food brought in and consumed on University premises.

16. Behaviour on our premises

Clients must make sure that they and the members of their group or party and anyone visiting them at the University behave in such a way that they do not cause a nuisance or unreasonable disruption to the University, its members or employees, or to any other visitor to the University.

The Client acknowledges that Aberystwyth University has a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have “due regard to the need to prevent people from being drawn into terrorism” (the “Prevent Duty”). The Client shall ensure that it acts in such a way as to satisfy the Prevent Duty.

The Client must ensure that the venue is not used by any groups or speakers in support of any extremist ideology.

17. 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.

18. Data Protection

The University complies with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). As part of the booking process and these terms and conditions you agree to our Privacy Statement which can be found at: <https://www.aber.ac.uk/en/visitors/terms&conditions/>

19. Vehicles and Parking

All vehicles belonging to or in the control of the Client or their party must not exceed 20 mph whilst driving on the University campus. 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.

20. 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 throughout University buildings and further information can be obtained from the University's Accommodation Office.

For fire evacuation purposes, it is not permitted for guests to change bedrooms within the accommodation without prior permission from the University. Persons other than registered guests are strictly prohibited from staying on Campus. The number of persons occupying the accommodation shall not exceed the numbers of the party stated on the booking contract.

The University operates a 'no smoking' policy whereby smoking is not permitted in or within 5 meters of any property. Naked flames are strictly forbidden within University premises.

Damage to or interference with safety appliances may result in the persons responsible or the party of which they are 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.

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, having assessed the risk, cancel the booking of the entire party where it deems (acting reasonably), that it is necessary and appropriate to do so.

21. Your responsibilities for under 18's in your party

Bookings 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 declare the numbers of such people 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. For clarification, persons under the age of 18 must not be left unattended in the accommodation or public areas at any time. All children aged 2 and over are to be allocated into their own single bedroom, a maximum of one child under the age of 2 is permitted per bedroom.

The Client shall also ensure that it complies with all relevant legislation and guidance concerning the protection of children or vulnerable adults, and that all other applicable rules, guidance and legislation are complied with in full. This includes but is not limited to (i) undertaking an appropriate risk assessment, (ii) ensuring that your staff are properly trained and briefed on procedures for dealing with concerns about child protection, (iii) seeking and obtaining appropriate levels of Disclosure and Barring Service (“DBS”) checks on such staff and (iv) ensuring that you have the appropriate insurance arrangements in place. It is the responsibility of the Client to ensure 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 the 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 or seek monies owed by the Client.

22. Services provided by someone outside the University

If the Client asks the University to arrange for a service to be provided by any third party, the University will only act as an agent for the Client. Any resulting contract is between the Client and the third party providing the service and the Client shall be entirely

responsible for the payment of any third party's fees, costs and expenses. The University reserves the right to charge an administration fee of 15% on the total invoiced value for goods and services ordered at the Clients request by the University. The University will treat the third party as a person visiting the Client at the University (see clause17).

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

23. Eligible body status

Certain bodies can claim eligible body status and thereby the University may, at its discretion, and on receipt from the Client of a declaration of your eligibility, exempt the supply with regard to the value added tax (VAT). The University reserves the right to recover any VAT that should have been charged to customers who have incorrectly declared themselves to be eligible for exemption.

24. Using the University's name and logo without permission

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.

25. 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.

Whilst the University uses all reasonable endeavours to ensure the safety of all persons and their property on University premises no responsibility is accepted by the University or their servants, agents or representatives for the care of property of any description including money, valuables, luggage, clothing or motor vehicles belonging to the Client, members of the Clients party, visitors and/or guests save where such loss or damage is caused by a wilful and negligent act of such person. You are responsible for ensuring that all rooms relating to your party are locked when not in use and that all members of your group take all money and valuables with them.

The Client will be responsible for any damage caused to the University's premises or property including equipment on loan or hire, caused by the Client or a member of the Client's party and will pay the University in full on demand for the full amount required to make good or remedy such damage.

26. Complaints

Any complaint which is not resolved between the parties prior to departure must be submitted via the University's Complaints Procedure for Campus Services. This can be found at the following address: <https://www.aber.ac.uk/en/visitors/terms&conditions/>

27. Liability

Subject only to this clause 29, 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 29, 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.

28. 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.

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 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 they have 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 the supply of University Services 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.