



CONDITIONS OF USE OF VISITOR ACCOMMODATION AND FACILITIES AT ABERYSTWYTH UNIVERSITY – ONLINE SALES

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 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 of payment by the University. The Booking Confirmation will state the accommodation, meals and other facilities you have booked. The Client agrees to pay all charges for accommodation, meals and other facilities set out in the Booking Confirmation, unless these are changed or cancelled under the terms outlined below.

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. Altering your booking

If, by agreement with the University, the Client alters the booking, the University will send the Client a new Booking Confirmation. The new Booking Confirmation will include any charges for cancelled Services under the old Booking Confirmation that must be paid for under Clause 6.

6. Cancellation

Aberystwyth University must be advised in writing of any cancellation. The administration charge is £5.00 per person per bedroom per night. The cancellation fee will be incurred as follows:

Notification less than 2 weeks prior to stay	No refund
Notification 2 weeks to 8 weeks prior to stay	50% refund less administration charge
Notification more than 8 weeks prior to stay	100% refund less administration charge

7. Termination by the University

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

- i. if the University (or any part thereof) is closed due to any reason outside of its reasonable control;
- ii. 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;
- iii. the Client is more than 30 days in arrears in respect of any payment to the University for any previous services;
- iv. 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
- v. 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 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.

8. Changes to room allocations

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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/>

14. 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.

15. 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.

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

Children under the age of 18 are permitted in University Visitor Accommodation under the following circumstances.

- Whole-flats of Fferm Penglais for exclusive use by a family.
- By invitation to University Visit/Open Days where separate flats are arranged for those under the age of 18.

Children under the age of 18 are otherwise not permitted in University accommodation.

The Client shall ensure that all young people under the age of 18 will be so supervised at all times. 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 with a supervising adult. No provision will be made by the University for children under the age of 2 (i.e. no cot, bedding, crockery etc.). The Client must identify to the University any child under the age of 2 and the bedroom they will sleep in.

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.

17. 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.

18. 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.

19. 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/>

20. 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.

21. 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.

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 the laws of England and Wales. 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 their 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.

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