

One-Off Stays - Terms and Conditions

1. INTRODUCTION

- 1.1 These are the terms and conditions that apply when you reserve a room for a one-off stay.
- 1.2 You will be asked to confirm your acceptance of these terms and conditions when you make a reservation.
- 1.3 We reserve the right to amend these terms and conditions at any time, and you should therefore check them each time you make a reservation.
- 1.4 The terms and conditions applying to your reservation will be those in place on the date that you make your reservation.

2. MAKING A RESERVATION

- 2.1 To make a reservation, please follow the instructions on the website and submit a booking form.
- 2.2 If you think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please the Accommodation office on 01904 772246 or at accommodation@askham-bryan.ac.uk to discuss. For more information on cancellation, please see section 4 Cancellation, below.

Please note: We will not be liable for any delay or non-performance if you provide us with incorrect information.

3. CONFIRMATION OF YOUR RESERVATION

- 3.1 We will confirm our acceptance of your reservation by sending you an email confirming the reservation to the email address that you provide when you submit the booking form. The contract between us for the provision of your room and any additional services added to your reservation will be formed when you receive this email confirmation from us.
- 3.2 Subject to clause 10.2, below, if for any reason we are unable to provide you with the room type you reserved, we will offer you the closest available alternative. If the substituted accommodation is substantially the same as the one you reserved, you agree to accept it.

- 3.3 You cannot transfer or resell your reservation (in whole or in part). If you transfer or resell (or attempt to transfer or resell) your reservation, then we will be entitled to terminate your reservation and keep the money you have paid us.
- 3.4 You must not use College accommodation or facilities to conduct any commercial activity, business activity, activity that seeks to make a profit or that is criminal in nature. We shall be entitled to terminate your reservation and keep any money you have paid us if you do not comply in all respects with this condition.
- 3.5 You may make a reservation on someone else's behalf. You are responsible for ensuring that any customer in your reservation complies with these terms as if that customer had made the reservation.

4. RATES AND PAYMENT

- 4.1 Room prices are per room, per night.
- 4.2 The rate for each room, as published on our website at the time of your reservation, shall apply to your reservation. For further details, please go to https://accommodation.askham-bryan.ac.uk/ShortStay_Portal/CasualLets/
- 4.3 If you have reserved a Catered room, the catering element will be loaded onto your Student ID Card which will allow you to purchase food and beverages through any of the College's catering outlets. **Any unspent monies on your Student ID Card at the end of your stay are non-refundable. It cannot be rolled over.**
- 4.4 Self-catering rooms are only available to over 18s.
- 4.5 Payment in full is required when we confirm your reservation.

5. CANCELLATION

- 5.1 You must notify us in writing to accommodation@askham-bryan.ac.uk if you want to cancel.
- 5.2 As your contract is for a short-term stay in our accommodation, there is **no cooling-off period**. The contract is binding after you have made your reservation.

Cancelling your reservation

- 5.3 If you wish to cancel your reservation, you must give us at least 10 clear working days' notice of the cancellation, e.g. for a stay arriving on Tuesday, you can cancel until 11.59pm UK time on the Monday two weeks prior. Where proper notice is given, a full refund will be given, or another reservation can be made instead.

When the College can cancel your reservation

- 5.4 We may cancel your reservation at any time with immediate effect by giving you written notice (which includes email) if:
- you do not pay us when you are required to do so;
 - you breach the contract between us in any way;
 - you have previously breached the contract between us in any way; and or
 - you breach the Residential Rules (including on a previous stay) or Student Charter in any way.
- 5.5 If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract. Where your stay had/has not yet commenced, the total payment made or to be made by you for such room shall be deemed a cancellation charge and is not for any service.

Changing your accommodation

- 5.6 The College reserves the right to change your accommodation or ask you to vacate your accommodation for reasonable operational reasons, or where it is necessary to move you from the accommodation to protect your wellbeing or the wellbeing of others, e.g. for safeguarding reasons, to prevent damage to the accommodation or in light of Government guidance, for instance, in the event of a pandemic, such as the Covid-19 situation.

6. CHECK-IN

- 6.1 You can come to the Accommodation office to pick up your keys from 8:30am on the day you are due to stay. If you are coming in on a Sunday night you will need to arrive between 6pm-8pm and phone the Warden's number when you arrive at reception building (07773312617).
- 6.2 You will be required to produce your lanyard when you come to collect the keys to your room.

7. CHECK-OUT

- 7.1 You must return your keys to the Accommodation team on check out.
- 7.2 You must check out by 9:30am on the agreed date of departure and fail to return your keys by 11am, then you may be refused a reservation in the future.

- 7.3 Upon check-out you must clear all your personal belongings and rubbish from the room, kitchen and bathroom and any associated parts, leaving the room and communal parts in the same condition that you found it in. If you fail to do so, we reserve the right to remove your personal belongings and rubbish for you and charge you the proper costs of us doing so.

8. CHANGING YOUR RESERVATION

Amending the length of your reservation

- 8.1 If you wish to amend the length of your reservation, you must give us at least 10 clear working days' notice of the desired change (e.g. a change to take effect on a Tuesday must be notified by 11.59pm UK time on the Monday two weeks' prior).

Extensions

- 8.2 Extensions to your reservation are subject to availability.
- 8.3 Extensions must be made by 9:30am on the morning you are due to check-out and full payment must be received by the Accommodation team, before an extension will be granted.
- 8.4 If you are due to check out on a Saturday or Sunday, any extension requests must be made by 10am on the preceding Friday.

9. CONDITIONS OF STAY

- 9.1 Whilst in residential accommodation, you must behave reasonably and treat other people with respect and consideration. You must not cause a hazard, nuisance or disturbance to others. You must comply with all reasonable requirements of our staff.
- 9.2 You agree at all times to adhere to the rules contained in the Accommodation Handbook. Any breaches of the Accommodation Handbook rules will be referred to the Residential Services Manager and may result in action being taken against you under the College's behaviour policy.
- 9.3 You also agree to keep the accommodation, and the accommodation contents clean and tidy, and not damage them. You agree to pay for any damage that you cause in your room or communal areas during your stay.
- 9.4 The College's **standard charge for an extra clean is £30**. Non-accidental damage and wilful interference are serious breaches of your contract, for which we will be entitled to end the contract without liability to you.

- 9.5 You agree to notify Accommodation staff at once if you lose the keys to your accommodation. You must not cut a duplicate key. You will be charged for the cost of replacing lost or damaged keys.
- 9.6 The cost of replacement keys varies according to where you stay in accommodation and what type of room you have:
- Key fobs - £5
Keys (standard lock) - £25
- 9.7 Rooms must be personally occupied by you and may not be used by or shared with anyone other than the designated person for that room. We reserve the right to conduct checks on occupancy and compliance with these terms.
- 9.8 Visitors are permitted at the discretion of the Student Residential Services Manager.
- 9.9 Your personal belongings are at your own risk whilst in residential accommodation or elsewhere on College property. You are advised to take out insurance for your belongings.
- 9.10 Failure to remove belongings or failure to return room keys will result in additional accommodation charges being charged at the full rate until the room is cleared and the keys returned and could result in the College refusing to allow you to book any future one-off stays.**
- 9.11 You agree to not to do anything or omit to do anything that is likely to be a security or Health and Safety risk (such as, but not limited to, leaving doors or windows unlocked when away from the residence).
- 9.12 You agree not to bring any illegal items, highly flammable items, dangerous items, or additional furniture or non-PAT tested electrical items into the residential accommodation.
- 9.13 You agree not to bring into residential accommodation any animal (this includes, without limiting, mammals, fish, birds, insects and reptiles) unless it is an assistance dog, which the College has agreed you may keep with you. You will be responsible for any damage or nuisance which your animal causes.
- 9.14 You must not smoke in any of our rooms or communal areas or interfere with our fire detection system. **All student accommodation is designated as non-smoking and you and your visitors are not permitted to smoke in any part of the block.**

- 9.15 We shall be entitled to end the contract for breach of any of conditions referred to in this clause and claim from you our net loss of profit and any costs we incur in reinstating the room and/or its contents (including, without limiting costs for cleaning, repair or replacement if reasonably necessary) and our legal and administration expenses. In many cases we will first notify you of the problem and give you a reasonable opportunity to put things right, but for serious breaches and persistent breaches, we may ask you to leave at once.

10. GENERAL

- 10.1 Statutory Rights:** We have tried to ensure that any rights that you as a consumer have that are implied by law into a contract of this type (statutory rights) are not excluded or limited in any way. If any of these terms conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms.
- 10.2 Events Beyond our Reasonable Control:** We shall not be in breach of these terms and conditions, nor liable for any failure to perform any of our obligations in relation to your reservation if that is due to any adverse event, act, omission or accident which happens which is beyond our reasonable control including, but not limited to, strikes and industrial action, staff illness, restrictions imposed by the government or public authorities, flood, earthquake, extreme adverse weather conditions, natural disasters, epidemic or pandemic, other acts of God, acts of terrorism or threat thereof, war, civil disorder or unrest, riot, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.
- 10.3 Our Liability:** The College accepts no liability whatsoever for any loss or damage to your personal property within the accommodation or elsewhere on College premises. Your personal property will not be covered by the College's insurance policy, and you are advised to take out insurance for your belongings. If your personal belongings and property are not removed from the accommodation when you leave, they will be removed and subsequently disposed of without liability on the part of the College in accordance with the College's Lost Property Procedure. We shall not be liable for any losses that were not caused by any breach of contract or statutory duty or negligence on the part of the College and we shall not be liable for any losses that were not reasonably foreseeable to both parties when the contract was formed. Nothing in these terms shall exclude or limit our liability for fraud or death or personal injury caused by our negligence or any other matter which it would be illegal for us to (or attempt to) exclude or limit.
- 10.4 Third Party Rights:** A party which is not a party to our Contract shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999

10.5 Law: These terms are governed by the laws of England and Wales.

10.6 Changes to Terms: We reserve the right to change these terms from time to time. The terms applicable to your reservation are those in force on the date of reservation (or the date you amended your reservation, as applicable). If any part of these terms and conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights of remedies.

10.7 Limit of this agreement: By making a reservation to stay in residential accommodation, you represent to the College that you require short-term accommodation only, and that your main residence is elsewhere. This agreement is only suitable for you if you will not be, and do not intend to become, a residential occupier. We hereby give you warning that as you will not be a residential occupier, you have no statutory protection against eviction. This means that, without having to go to court for a possession order we may require you to leave accommodation if you are in serious or persistent breach of your obligations in these terms and conditions, or if you stay in the accommodation longer than the period you have booked.

11. DATA PROTECTION

11.1 We shall use the personal information you provide to us to:

- provide the accommodation;
- process your payment; and
- provide you with information about your reservation and the College relevant to your stay.

If you have any concerns about how your data is to be used, you can contact the College's Data Protection Officer at judith.clapham@askham-bryan.ac.uk.

You also have the right to complain to the information Commissioner's Office ("ICO") at <https://ico.org.uk/concerns/>. For further details as to your rights under UK data protection legislation please go to <https://ico.org.uk/your-data-matters/> and see also the College's Data Protection Policy available on the College website at <https://www.askham-bryan.ac.uk/publication-scheme-data-protection/>.

12. QUESTIONS/COMPLAINTS

If you have any question or complaint in relation to your reservation, or these terms please contact the Accommodation office on 01904 772246 or at accommodation@askham-bryan.ac.uk.

Please direct any questions or complaints to the Accommodation office, not the wardening team.

In the event that you wish to make a formal complaint, the College's Complaints Policy is available at <https://www.askham-bryan.ac.uk/publication-scheme-customer-services/>.