

Queen Mary University of London Accommodation Terms and Conditions of Booking for Groups and Individuals (August 2020 version)

These terms apply when making a booking of any of our rooms (your “**Booking**”) for the dates you have selected (“**Booking Period**”) for the total fees indicated when you make the Booking (**‘Fees’**).

Large Group Bookings: If you are making the Booking for a group of **20 or more** individuals (“**Large Group Bookings**”) or if you would prefer to make the Booking offline (“**Other Bookings**”) please contact us (using the details set out in clause 19.2).

ID Requirements: Any individual making a Booking must be over 18 years old and must be able to show photo identification (a driver's licence or passport) and a valid credit or debit card if you are paying by cash. If you are unable to produce this to our satisfaction we may terminate your Booking without refund.

Booking Name: You must ensure that the name on your Booking is correct at the time of Booking as we will not change the name on the Booking afterwards. Your Booking is not transferrable.

For your own benefit and protection you should read these terms carefully before making your Booking. Please also take the time to read our **privacy policy** on our website as it includes important terms that apply to you and your guests. If you do not understand any of the terms or if you have a question in relation to your Booking please get in touch by emailing groups@qmul.ac.uk or calling us on 0207 882 8177. We will respond to you as quickly as we can.

1. DEFINITIONS

1.1 References to ‘you’ and ‘your’ in these terms mean the person making the Booking, except:

If you are making the Booking on behalf of an organisation, you promise that you have the authority to enter into this binding contract on their behalf, and: (i) all other references to ‘you and ‘your’ refer to that organisation; and (ii) the organisation is responsible for ensuring that all guests are aware of and comply with these terms.

If you are making a Booking on behalf of another individual or group of individuals, you shall be responsible: (i) for ensuring that all of those individuals are aware of and comply with these terms; and (ii) for paying any costs for damage or loss of any kind to us or any other guests caused by those individuals.

1.2 References to ‘we’, ‘us’, ‘our’ and ‘QMUL’ means the Queen Mary University of London incorporated by Royal Charter No RC000710 in England and Wales whose principal office is at Mile End Road, London, E1 4NS, United Kingdom (our contact details for queries are set out in clause 19.2).

1.3 The word ‘**rooms**’ refers to the rooms and private facilities you have booked and we have allocated to you. Our ‘**premises**’ means the rooms and our property on (or at) which those rooms are located. The word ‘**guests**’ refers to any persons you book rooms for, or who you otherwise allow or invite onto the premises.

2. BOOKINGS

2.1 **Website Bookings:** By clicking to accept these terms on www.qmaccommodation.co.uk (the ‘**Website**’) when making your Booking, you agree that you are making an offer to enter into a binding contract with us on these terms.

2.2 **Large Group Bookings and Other (non-website) Bookings:** Where you make a Booking with us other than through our Website, these terms will also apply. By signing the booking form that attaches these terms and conditions (“**Booking Form**”), you agree that you are making an offer to enter into a binding contract with us on these terms.

2.3 All Bookings are subject to acceptance by us. **Bookings (and this contract) are only accepted once we confirm your Booking and receipt of the relevant full payment** (or for Large Group Bookings 50% payment) by email.

2.4 To request any amendments or cancellations to your Booking, please contact us using the details at clause 19.2. Once your Booking is made, any requests for amendments to your Booking will be subject to availability, and we reserve the right to reject any requests for amendments or cancellations to your Booking.

3. RIGHT TO USE ROOMS

3.1 You have a right to occupy the rooms (and to enter our premises to access such rooms, and use any common areas and shared facilities) for the Booking Period only, in accordance with these terms. You do not have an exclusive right to possession of the rooms, or any other premises.

3.2 Where we offer rooms on a ‘bed and breakfast’ basis, we shall make breakfast available in the area and at the times indicated on our Website or as otherwise notified by us to you.

3.3 Bookings for furnished accommodation are accepted for holiday lettings only and do not entitle you to extend the stay beyond the dates agreed except where we agree this in writing with you.

4. PRICING AND PAYMENT

4.1 **Website Bookings and Other Bookings only:** Full payment of the Fee must be made at the time

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of Booking. All Bookings must be charged to a valid credit or debit card and will be charged to that card when the Booking is made. If we do not receive full payment (for example, as a result of a fault with your card, or an issue with your bank account or bank), we shall notify you, and we reserve the right not to accept your Booking and re-allocate the rooms to another person.

4.2 **Large Group Bookings only:** All Fees are non-refundable. You must pay (whether or not we issue an invoice):

(a) 50% of the Fees on signing the Booking Form ("**Deposit**"); and

(b) the remaining 50% of the Fees six (6) weeks before the start of the Booking Period.

If we do not receive the full payment of the Fees as set out above, we reserve the right not to accept and/or to cancel your Booking.

4.3 **Reducing numbers for Large Group Bookings:** By indicating guest numbers at the time of making a Booking, you are agreeing to pay in full for all guests (even if you cancel or reduce any guest numbers, or if fewer guests attend).

4.4 Immediately before or during the Booking Period you may be able to order additional facilities services provided by us or our contractors (such as luggage storage and catering), or add additional guests to your Booking (in each case, subject to availability and at our discretion), ("**Additional Facilities**"). We will invoice you for any Additional Facilities within seven (7) days of the end of the Booking Period, and you must pay such invoices within seven (7) days.

4.5 Payment must be made in pounds sterling (GBP). We reserve the right to pass any bank charges resulting from exchange of foreign currency payments to you.

5. GROUP BOOKINGS AND CHILDREN

5.1 You must ensure all groups should have an appointed group leader, who will be contactable by us, and responsible for ensuring the safety and security of each member of the group, and that they are familiar with, understand, and comply with these terms and our health & safety procedures, including fire safety.

5.2 For groups with any children under the age of 16, you must provide suitable supervision at a ratio of not less than 1 supervisor per 15 children. You must also ensure any children between 16-18 years are accompanied and supervised at all times by appropriate adults (including, where professional staff are involved, you must ensure that they have undergone appropriate checks and

clearance procedures (e.g. DBS)). We may require you to provide a risk assessment for any under 16s.

6. CHECK IN AND CHECK OUT

6.1 Rooms will be available from 14:00 on the day of arrival and must be vacated by 10:00 on the day of departure.

7. CAPACITY

7.1 The number of persons staying must not exceed the capacity of the room specified in the Booking, except by prior arrangement with us.

8. CLEANING AND REPAIRS

8.1 The accommodation will be cleaned weekly and bed linen and towels are fresh on arrival. We have the right to allow our cleaners, maintenance staff, and our other staff and contractors to enter into your rooms at reasonable times to carry out any necessary cleaning and repair work.

9. LIABILITY

9.1 You, and all your guests, use our premises and facilities at their own risk. We do not accept any liability for death, personal injury, or loss or damage to property (including motor vehicles), however arising, unless (a) we or our staff have been negligent (or fraudulent, or made any fraudulent misrepresentation); or (b) we otherwise cannot exclude or limit our liability by law.

9.2 Whilst we make every effort to ensure that the material on the Website and the description of the rooms and premises is accurate, we do not warrant or represent its accuracy and disclaim to the maximum extent permitted by law all promises as to its or their accuracy, quality, and completeness.

9.3 You, and each guest shall be liable for any misuse of, or loss or damage to our property, with the exception of fair wear and tear. Payments or replacement of lost or damaged articles shall be made before departure.

10. DATA PROTECTION AND STATUTORY RIGHTS

10.1 Our privacy policy available at www.qmaccommodation.co.uk/privacy sets out how we will retain and use your (and your guests') personal information that you (or your guests) provide through the Website or otherwise in respect of your Booking. You should make sure that you and your guests are aware of and read through our privacy policy.

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10.2 If you are a consumer nothing in these terms shall amend or affect your statutory rights. You can find out more about your statutory rights by contacting the Citizens Advice Bureau or visiting www.gov.uk/consumer-protection-rights.

11. EVENTS OUTSIDE OF OUR REASONABLE CONTROL

11.1 We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms if such failure or delay is caused by events outside our reasonable control and which are not due to our fault. Such events include, but are not limited to, strikes, terrorist attacks, natural disaster and impossibility of use of telecommunications networks.

11.2 Subject to clause 14.1, if, due to an event beyond our and your control, we are (in our reasonable opinion) unable wholly or substantially to provide the rooms or premises to you during the Booking Period, we will promptly notify you accordingly and will refund any relevant pre-paid amount and/or other pre-payment paid to in respect of the Booking, to you.

12. CANCELLATION BY YOU

Website Bookings and Other Bookings only:

12.1 Cancellation of a Booking (or part of a Booking, such as reducing the number of guests) must be made in writing, and shall be effective on the date that written notice is received by us. **For a Booking made to stay between 4th July 2020 and 22nd December 2020 a 100% refund will apply for any cancellations received more than 1 day (24 hours) prior to your stay. For a Booking in the above period cancelled with less than 24 hours notice, 100% of the Fees will be retained to cover our reasonable costs and losses.** For Bookings outside of the above period, we will retain the following amounts to cover our reasonable costs and losses where you cancel your Booking as follows:

- (a) from time of Booking to 8 weeks prior to stay 0% of the Fees;
- (b) 1 to 8 weeks prior to your stay 50% of the Fees; and
- (c) less than 7 days prior to your stay: 100% of the Fees.

12.2 The above (clause 13.1) does not apply to any Bookings made on our Website which apply a promotional offer. We will not refund any Fees paid for any promotional offer Bookings in the event that you cancel the Booking or part of the Booking.

Large Group Bookings only:

12.3 If you need to cancel your Booking, for any reason, you must give us written notice and you acknowledge that in the event you cancel your

Booking the following cancellation charges will be payable:

- (a) 1 year prior to stay 50% of the Fees;
 - (b) between 12 months and 6 months prior to stay 70% of the Fees;
 - (c) between 6 months and 3 months prior to stay 80% of the Fees;
 - (d) between 3 months and 6 months prior to stay 90% of the Fees; and
 - (e) less than 6 weeks prior to stay 100% of Fees,
- (together the “**Cancellation Charges**”)

12.4 Following receipt of your cancellation notice, we will calculate the Cancellation Charges (taking into account any Fees you have already paid to us) and notify you of any outstanding amounts you must pay for your cancelled Booking following receipt of your written notice of cancellation, and you will pay us such Cancellation Charges within thirty (30) days of our notification.

For all Bookings:

12.5 In the event that you fail to give us written notice of cancellation, you will be liable to pay 100% of the total Fees, whether or not you use the rooms.

12.6 If we agree (at our sole discretion) in writing that you may postpone your Booking to a later date, we may (at our sole discretion) agree to transfer all or some of the amounts that you have pre-paid to the new Booking, but in any case, no Cancellation Charges shall be payable. For Large Group Bookings, you accept that we cannot, except in very exceptional circumstances, agree to postpone Bookings where less than six (6) months remain before the stay.

12.7 Where a refund is payable in accordance with these terms, we will only make refunds to the payment card details provided at the time of Booking. Subject to clauses 12.1 and 12.3, we will normally credit refunds within ten (10) working days from cancellation.

13. CANCELLATION AND RIGHT TO REFUSE ACCESS BY US

13.1 Your failure to comply with these terms (in particular, any serious, persistent or deliberate failure) will result in the immediate cancellation of the remainder of the Booking, and we shall be entitled to retain any pre-paid amounts in accordance with our cancellation policy above.

13.2 We reserve the right to require any person to leave the rooms or the premises, or to refuse or deny their access to the rooms or premises, where we believe such person is behaving in an inappropriate, illegal, difficult, or disturbing way.

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14. YOUR OBLIGATIONS

You will (and ensure your guests will):

- 14.1 not transfer or resell your booking (in whole or in part) or advertise or otherwise offer any room for sale and if you do we may cancel your Booking and retain any pre-paid Fees;
- 14.2 not allow animals or pets of any kind, except guide dogs, into the room or premises;
- 14.3 not allow the room, premises, furniture fixtures or fittings to be destroyed or damaged and not remove any of them from the room or premises;
- 14.4 not use the room or premises, or knowingly allow the room or premises to be used, for committing any illegal or immoral act including without limitation smoking, and the possession, taking or dealing with any illegal drugs or other substances;
- 14.5 if any keys and/or access cards are lost whilst staying on campus, pay a charge of £50.00 for replacement keys and £10.00 for replacement access cards;
- 14.6 act in a proper and orderly manner, and not create any nuisance or disturbance, giving due consideration for other users or our residents, and will comply with any reasonable request made by our staff;
- 14.7 not do anything which may invalidate any insurance against fire or otherwise or increase the ordinary premium for such insurance; and
- 14.8 at the end of the Booking Period, leave the rooms in the same clean state and condition (fair wear and tear excepted) as they were at the beginning of the Booking Period and make good or pay for the repair of or replacement of all such items of the furniture, fixtures, fittings and effects as shall be broken, lost, damaged or destroyed during the Booking Period. Where possible, we will try to notify you of any obvious issues within 72 hours from the end of the Booking Period. For issues that are not immediately apparent we will notify you as soon as possible after we discover them.

15. INSURANCE

- 15.1 If you are making the Booking as an individual consumer (or group of individuals) you (and your guests) are advised to obtain holiday insurance. If you are making the Booking as a company or organisation, you will obtain and maintain (and promptly on our request provide us with evidence of) public liability insurance of at least £10 million any one event, and suitable employer's liability insurance, equipment insurance, and all other insurance against all potential liabilities under this agreement.

16. HEALTH AND SAFETY

- 16.1 You will read and comply with safety instructions displayed in each room. You will not interfere with safety or emergency equipment, paying particular attention to any fire protection and warning systems. Safety equipment is for use only in emergency. Deliberate misuse will be penalised. You will be responsible for all acts and omissions of your guests and for ensuring that you, and all your guests, act safely and respectfully, and keep any belongings and valuables safe and secure.

17. PARKING AND DISABLED ACCESS

- 17.1 Parking and disabled access may vary. Should you or your guests require parking or a room with disabled access / facilities, or should you have a disability assistance dog, please contact us directly (using the contact details provided at clause 19.2) at the time of booking to discuss availability.

18. GENERAL

- 18.1 **Entire agreement.** These terms constitute our and your entire agreement and understanding. It supersedes all previous agreements, representations, and understandings between us (whether written or oral) relating to the subject matter of these terms.
- 18.2 **Severability.** if any provision in these terms is declared by a judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable then that provision shall be limited or excised to the minimum extent so that these terms shall otherwise remain in full force and effect.
- 18.3 **Waiver.** No failure or delay by us in exercising any right, power or privilege under the Contract shall operate as a waiver thereof.
- 18.4 **Third Party Rights.** No third party has a right to enforce a provision of these terms under any laws (including the Contracts (Rights of Third Parties) Act 1999).
- 18.5 **Laws.** English law applies, and only English courts have jurisdiction, in respect of these terms and any connected disputes or claims.

19. COMPLAINTS AND CONTACT DETAILS

- 19.1 Any complaint or comment during your stay should be made in the first instance to the reception desk so that it can be resolved at the time. If this does not resolve the issue, please refer to our Complaints Procedure which is available at: www.qmaccommodation.co.uk/contact/downloads

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19.2 You can otherwise contact us via our website enquiry form available at www.qmaccommodation.co.uk/contact/ or, for Large Group Bookings (tel: 0207 882 8175, email: groups@qmul.ac.uk), or Website Bookings and Other Bookings (020 7882 8177 or stay@qmul.ac.uk).

SIGNATURES

Large Group Bookings and Other (non-website) bookings

.....

Signed by (Name):.....

(Date).....

for and on behalf of Queen Mary University of London

.....

Signed by (Name):.....

(Date).....

for and on behalf of Client

(Where the Client is a company or other organisation, you confirm that you are authorised to enter into this Contract on behalf of such company or other organisation).