

UEA BROADVIEW LODGE TERMS AND CONDITIONS

Any variation to these standard terms and conditions must be agreed in writing with UEA Broadview Lodge.

1. GENERAL

- a) For the purposes of this document, the term Client refers to the person(s) for whom UEA Broadview Lodge has agreed to provide accommodation, in accordance with these terms and conditions.
- b) UEA Broadview Lodge reserves the right to refuse any application to make a reservation without stating its reasons for such refusal.
- c) Accommodation booked at UEA Broadview Lodge will not be available for occupancy earlier than 14.00 hours on the day of arrival. Check-out time is no later than 10.00 hours on the day of departure. UEA Broadview Lodge offers a late check-out facility, subject to availability, at a cost of £10.00 to extend the check out time to 12.00 hours. No change may be made to these arrangements unless agreed with UEA Broadview Lodge in advance. In the absence of such agreement, a supplementary charge will be made in respect to late check-outs.
- d) No use may be made of the name of UEA Broadview Lodge in any promotional material produced by the Client, except to identify the hired premises, without prior permission in writing.
- e) UEA Broadview Lodge does not allow any animals apart from assistance animals e.g. guide dogs, hearing dogs etc.
- f) The Client shall not transfer the benefit of this agreement, or any part of it, without the prior permission of UEA Broadview Lodge.

2. BOOKINGS

- a) Bookings may be made either by telephone, email, online or in person at UEA Broadview Lodge reception.
- b) Where discounted rates are agreed for the booking, the Client will be asked to pay the full balance on the account upon booking, unless otherwise agreed, and this payment is **non-refundable**.
- c) Bookings will be confirmed to the Client by email or by post if requested. On receipt of the booking confirmation, the details should be checked and any amendments or errors should be reported to UEA Broadview Lodge as soon as possible.
- d) The names of all guests should be provided before arrival.
- e) UEA Broadview Lodge Reception opening hours are as follows: Sunday to Friday: 08.00 – 21.00 and Saturday: 08.00 – 18.00 **If arriving outside of Reception opening hours, keys may be collected from the Security Lodge on campus.**
- f) All provisional bookings will be released after 72 hours or 12 noon on the day **before** arrival (whichever is sooner) if confirmation has not been received by UEA Broadview Lodge.

3. CHARGES

- a) UEA Broadview Lodge's scale of charges is set out in a separate document. If the rate of VAT changes, UEA Broadview Lodge reserves the right to charge at the applicable rate at the time of arrival.
- b) All bookings will be charged VAT except those that are exempt.
- c) UEA Broadview Lodge's usual procedure is to submit a single account for all delegates for whom the Client has made a group reservation. Individual accounts cannot normally be offered.
- d) If claiming educational student rates, proof that the Client is a UEA student will be asked for on arrival. Failure to produce this will result in full charges being applied.

4. GROUP BOOKINGS

If the Client is booking four or more rooms for the same night, then UEA Broadview Lodge will treat this as a **Group Booking**. In the event of a group booking, the following additional terms also apply:

- If the Client books **14 days or less** before the scheduled date of arrival, the Client must pay in full on booking.

- If the Client books **more than 14 days** before the scheduled date of arrival, a 10% deposit must be paid. The Client must settle any balance at least 14 days before the scheduled date of arrival.

The booking may be cancelled by UEA Broadview Lodge if the Client does not make payment when it is due and the deposit will not be refunded.

- If the Client wishes to cancel the whole or part of a confirmed booking, cancellation must be communicated to the University in writing in all instances. Cancellations will only be effective from the date on which the University receives written intimation of the cancellation.

Should the Client cancel the event then cancellation charges shall be calculated on the booking or part of booking cancelled as follows (periods being calculated to the day or as appropriate the first day of any event):

- More than twenty-six weeks prior to the event - 15% of the event contracted value

- Less than twenty-six weeks but more than thirteen weeks prior to the event - 35% of the contracted value.

- Less than thirteen weeks but more than four weeks prior to the event - 50% of the contracted value

- Less than four weeks but more than 2 weeks prior to the event - 75 % of the contracted value

- Less than two weeks prior to the event 100% of the contracted value

- The University will refund any part of the cancellation charges that it is able to recover from reselling the facilities that have been cancelled (once payment for the re-sale has been received).

Any additional costs incurred in re-selling the facilities will be deducted from this

5. PAYMENT

a) Payment for the duration of the booking will be asked for on booking, except where other arrangements have been agreed with UEA Broadview Lodge.

b) Payment by Visa, MasterCard, Maestro, Solo, Delta and Connect is accepted. We **do not** accept American Express.

c) Payment by cash will only be accepted up to a maximum of £500.

d) Travellers Cheques in sterling are accepted on the production of a valid passport up to the value of £200.

e) For companies with approved credit facilities with UEA Broadview Lodge, arrangements can be made to invoice the company for payment of the accommodation. In these instances, a confirmation on company headed paper authorising the charge of the accommodation to the account will be required at the time of booking. If receipt of the fax has not been received by the time the Client checks in, direct payment will be asked for.

f) It is our policy to delete all card details upon payment. For your protection Broadview Lodge will not store card details at any point.

6. CANCELLATION BY THE CLIENT

a) Cancellation on all individual bookings is strictly by 12 noon on the day **before** arrival.

b) Where the Client has received a discounted rate which is payable on booking, no refund is offered.

c) All cancellations should be received by UEA Broadview Lodge by the appropriate cancellation deadline.

d) UEA Broadview Lodge reserves the right to cancel any agreed discount if the cancellation means that the terms of the discount are not fulfilled.

7. CANCELLATION BY UEA BROADVIEW LODGE

UEA Broadview Lodge offers the following support in the event of a Client's booking being cancelled:

- If the Client's booking is cancelled **less** than 24 hours before the specified arrival date, UEA Broadview Lodge will provide a list of alternative accommodation and will, if requested by the

Client, make a booking from this list on behalf of the Client. Under such circumstances, the Client will become directly responsible for any obligations under the new booking.

· If the Client's booking is cancelled **more** than 24 hours before the specified arrival date, UEA Broadview Lodge will provide a list of alternative accommodation which the Client can book directly if they wish.

8. REASONS FOR CANCELLATION BY UEA BROADVIEW LODGE

UEA Broadview Lodge reserves the right to cancel any arrangement for the use of the premises at any time for the following reasons:

- a) If the campus, or any part of it, is closed due to fire, dispute with employees or by order of any public authority.
- b) If the Client becomes insolvent or enters into liquidation or receivership.
- c) If the Client is more than 30 days in arrears with payment to the University for previously supplied services.
- d) If UEA Broadview Lodge becomes aware that the Client's financial situation is such that UEA Broadview Lodge reasonably considers the Client may not be able to fulfil its material obligations under the contract.
- e) If it might, in the opinion of UEA Broadview Lodge, prejudice the reputation of UEA Broadview Lodge or the University as a whole.
- f) If the Client is in breach of duties listed under paragraphs 9, 10 & 12, then UEA Broadview Lodge will cancel the Client's booking and no payment will be refundable.
- g) UEA Broadview Lodge shall have no responsibility for any claims of consequential loss suffered by the Client, their servants, agents, contractors or licensees or any member of the group or conference party as a result of cancellation or abandonment of the reservation whether that cancellation or abandonment has been at the instance of the Client or UEA Broadview Lodge.

9. CLIENT'S RESPONSIBILITIES

- a) Minors must be properly supervised by an adult at all times and children under 16 years old may not stay unaccompanied in any room at UEA Broadview Lodge.
- b) Maximum occupancy for rooms is:
 - Single rooms - one person (and one child 2 years of age or under)
 - Double/Twin rooms - two people (and one child 2 years of age or under)
- c) Children aged two years or under may be allowed to occupy a room with accompanying adults free of charge without breakfast. Please note UEA Broadview Lodge does not supply cots or travel beds.
- d) UEA Broadview Lodge furniture and fixtures must not be moved or in any way interfered with. Any costs resulting from the Client's movement or interference with furniture and fixtures will be passed onto the Client.
- e) Except with the prior permission of UEA Broadview Lodge, any alteration or addition to the electrical system is strictly forbidden.
- f) All rooms must be vacated at the stated hour and left in a clean and proper state. Any additional cleaning costs required as a result of infringement of this rule will be added to the final account.
- g) Intoxicating liquor must not be sold, supplied, consumed on or brought onto UEA Broadview Lodge premises except when prior permission has been given by UEA Broadview Lodge.
- h) Gambling in any form is not permitted on the premises.
- i) No notices or signs shall be erected or displayed within UEA Broadview Lodge premises or on the University campus. Clients are also requested to observe Local Authority rules on fly-posting outside of the University campus.
- j) No television or radio recordings, broadcast or interviews may be made on the University campus without the express written permission of UEA Broadview Lodge in advance.
- k) No drugs (except for medical purposes) are permitted on the University campus.
- l) Clients shall promptly notify UEA Broadview Lodge of any disrepair or defect in UEA Broadview Lodge property or premises or any other failure or shortcoming in the supply.

m) Upon conclusion of the stay, the Client will dispose of all **excessive** rubbish and waste materials from the premises that may have accumulated during the stay. In default, UEA Broadview Lodge is entitled to remove such property, waste materials and refuse and the Client shall cover any costs incurred. UEA

Broadview Lodge does not accept responsibility or liability whatsoever for any goods or property of any person left in or upon the premises after the end of the event.

n) Any personal belongings left at UEA Broadview Lodge will be stored for a period of fourteen days. After this time, we reserve the right to discard the items or send them to the central Lost Property Office on the

University campus. It is the Client's responsibility to pay postage and packaging costs for the requested return of any items.

o) UEA Broadview Lodge guests must only park motor vehicles and bicycles in designated areas on the University campus.

p) Any accidents that take place on UEA Broadview Lodge property must be reported to an official of the University immediately.

10. SAFETY PRECAUTIONS

The safety precautions set out below must be strictly observed.

a) All staircases, gangways, passages, entrances, emergency and other exits must be kept free from obstruction at all times.

b) At the request of the University, the Client must be responsible for orderly behaviour during the period of accommodation at UEA Broadview Lodge.

c) Fire and emergency evacuation procedures must be strictly adhered to.

d) The Client is advised of the need to read and understand all health and safety regulations that are posted in each bedroom or in each building.

e) Hazardous, flammable or dangerous items (including candles) may not be brought onto the campus without prior written permission.

f) Deliberate misuse of the fire alarms or extinguishers will attract an immediate financial penalty and termination of the booking without refund.

g) The Client shall not interfere with, move or re-position any fire extinguisher within UEA Broadview Lodge premises or interfere with fire precautions in any other way.

11. INSURANCE

a) A charge for any loss or damage will be added to the main account.

b) UEA Broadview Lodge cannot accept responsibility for the loss of, or damage to, Clients' personal property or vehicles. Clients are advised to be most careful with regard to the security of their belongings and should also ensure that cars are securely locked with no property of value left inside.

12. ETIQUETTE

a) Client's must act in a proper and orderly manner and must comply with all reasonable requests from University staff. UEA Broadview Lodge reserves the right to terminate any booking during the period of occupation in the event of Clients failing to act in a proper and orderly manner.

b) It is essential that noise levels are kept to a minimum at all times and, in particular, between the hours of 22.00 hours and 8.00 hours.

c) It is the responsibility of the Client to ensure that these important conditions are explained in detail before arrival, to all groups and in particular to adults accompanying minors.

d) UEA Broadview Lodge is a non-smoking zone and the Client must not smoke in any rooms or interfere with the fire detection system. If the Client does not adhere to this policy, the booking will be terminated with immediate effect and the Client will be required to leave immediately. Additional costs to the Client may be incurred to cover the cost of specialist cleaning.

13. LOST KEYS AND FOBS

Clients shall be responsible for the return of all keys and fobs at the end of the stay. Keys and fobs that are not returned will be charged for at a cost of £20 per individual key and £15 per individual fob and this amount will be added to the final account to be settled by the Client before departure.

14. EVENTS BEYOND REASONABLE CONTROL

UEA Broadview Lodge shall not be liable to the Client for any loss, damage or expense incurred by the Client due to circumstances outside the control of UEA Broadview Lodge.

15. MODIFICATIONS OF CONDITIONS

UEA Broadview Lodge reserves the right to modify or vary any of the Terms and Conditions where the nature of the Client, in the opinion of UEA Broadview Lodge, so demands.

16. WAIVER OF RIGHTS

Any failure by UEA Broadview Lodge to enforce these Terms and Conditions in a particular instance shall not be construed as a relinquishment of its rights in future instances.

17. LEGAL CONSTRUCTION

These Terms and Conditions shall in all respects be construed in conformity with and governed by English Law and shall be subject to the jurisdiction of the English Courts.

18. LOST PROPERTY

Following guests' check out from Broadview Lodge rooms, any items left will be removed and at the management's discretion, be stored for up to 28 days. Items not claimed following this period may be destroyed at the absolute discretion of the management and the guest appoints the management as his/her agent for these purposes.

19. PRECEDENCE OVER OTHER TERMS AND CONDITIONS

These Terms and Conditions shall have precedence over any terms appearing in acknowledgements, correspondence etc. issued by the Client.