

## Lancaster Hotel & Spa Terms Definitions:

The 'Lancaster Hotel, "The University" or 'We' and 'us' means Brunel University London whose registered office is Kingston Lane , Uxbridge, Middlesex, UB8 3PH. The 'Client' and 'You' mean the organizing body/company/person responsible for booking of and payment for the /accommodation/event.

The 'Contract' means written agreement between the 'University' and the 'Client' for a specific booking or series of bookings. The 'Terms & Conditions' will form part of the Contract together with any other Terms stated in the Contract.

### 1. Your Booking

1. You cannot transfer or resell your booking (in whole or in part). If you transfer or resell (or attempt to transfer or resell) then The Lancaster Hotel & Spa will terminate your booking and retain any money paid to us for such booking. We may also refuse to take any further booking from you in the future. In making a Lancaster Hotel & Spa room booking you agree to not use the hotel or its facilities to conduct any commercial activity or activity that seeks to gain profit without prior written consent from us. The Lancaster Hotel & Spa reserves the right to terminate your booking and retain any money paid to us for such booking if we believe that you are in full or part breach of this provision.
2. You may make a booking on someone else's behalf. You are responsible for ensuring that any customer in your booking complies with these terms as if that customer had made the booking.
3. You can only make a booking if you are 18 years old or over. If you arrive at the hotel and are under 18 years of age you will not be permitted to stay alone. We may require photo id as proof of age.
4. You must ensure that the name on a booking is correct at the time of booking and that all guests staying at the hotel are named separately.
5. If you book 10 or more rooms for the same night we may treat this as a Group Booking. If you make a Group Booking, the following additional terms also apply to you:
6. If you book before the scheduled date of arrival, you must pay for the first night for each room in full when you make the booking.
7. We may cancel your booking if you do not make any payment when it is due.
8. We offer certain extras when you make your booking, such as late check out, newspapers and breakfast. The room rate excludes any extras unless we expressly agree with you otherwise as part of your booking. Extras are subject to availability and cannot be transferred to any other booking. If any extra that you have paid for in advance is unavailable upon arrival we will give you a refund of the price you paid for that extra. Extras are provided subject to these terms.
9. Availability of bedrooms at the rates shown on-line may be limited and/or restricted to certain periods. During major sporting or social events, major conferences or exhibitions, certain rates may not be available.

### 2. Rates and Payment

1. The rate for each room is as published on the Commercial Services website as well as all of our external websites at the time of your Booking, or, in the case of a telephone booking as advised to you at the time of booking. These rates are also advertised at the Lancaster Hotels reception. All Bedroom bookings must be guaranteed by a major credit or debit card or an internal transfer code in the case of a Brunel University internal departmental booking.
2. First night deposit is required to confirm a reservation. By booking you are authorizing the debiting of a credit/debit card or internal Departmental transfer code provided. A deposit or an internal charge code guarantees a reservation of a room but a full Payment will guarantee the room rate at time of booking.
3. You must be able to show photo identification such as a passport or driver's license or a valid credit or debit card if you are paying by cash for a walk-in booking at The Lancaster Hotel & Spa.

### 3. Check-in and check-out

1. You can check-in from 2pm on the scheduled date of arrival. If you wish to check-in earlier, you can do so by requesting an early check-in at the time of booking or directly at the hotel. These services are subject to availability.
2. You must check-out before 11am on the scheduled date of departure. If you wish to check-out later then you can do so by buying a late check-out extra at the time of booking. If you fail to check-out by the stipulated time, we will make an additional charge equivalent to the rate at that time, for one night's stay for the applicable room(s).

### 4. Rooms

1. Maximum occupancy for rooms is:
  - **Double Room:** Maximum number of occupants is 5 (including babies & children up to 14 years old); 2 adults maximum, 2 children and 1 baby in a cot+; 2 Adults only in a double room without children;
  - **Single Room:** 1 Adult without child's cot;

You should speak directly to the Hotel reception to confirm availability of cots and room size.

If, on arrival at the hotel, the maximum occupancy will be exceeded we may cancel your reservation or if another suitable room is taken, charge you the additional room rate.

2. We provide wheelchair accessible and limited mobility rooms, subject to availability. You are requested to specify this requirement at the time of booking.
3. We do not permit people under the age of 18 to stay alone in our hotel. You must not leave under 18s unattended in any rooms or public areas at any times.
4. You are not allowed to bring a pet into a room. The exception is Guide dogs and registered Seeing Eye dogs. These must be reported to reception.
5. Smoking is not permitted in The Lancaster Hotel & Spa other than in designated smoking areas outside the hotel. You must not smoke in any of the hotel rooms or public areas or interfere with our fire detection systems. If you do so this will be regarded as a breach of these booking terms and conditions and we will terminate your booking and if necessary refer the matter to the authorities. We will contact you after your stay to recover any costs incurred due to smoking inside the hotel. The costs we incur include our costs for specialist cleaning, repair or replacement of damage by you to our property, the cost of the room for any period it is unusable and our administration expenses. We may also instruct a third party to recover these costs on our behalf. If you request it, we will send a breakdown of these costs to the address used for the booking.
6. You must take all reasonable precautions to avoid damage or interference with any items belonging to us. Customers are requested to bring any damage to our hotel or property to our immediate attention. Malicious, willful, or negligent damage or interference to our hotel or property will be regarded as a breach of these bookings terms and conditions and we will terminate your booking. We will contact you after your stay to recover the costs for any repair, replacement or specialist cleaning we incur if you damage our hotel or property. We may also instruct a third party to recover these costs on our behalf. If you request it, we will send a breakdown of these costs to the address used for the booking.
7. Cooking equipment not owned or operated by The Lancaster Hotel & Spa, including but not limited to, microwave ovens, fridges, deep fat fryers, rice cookers, plug in cooking implement, toasters must not be operated by customers in the hotel bedrooms.
8. All room key cards must be returned to The Lancaster Hotel & Spa on check-out. If you fail to do so, we may charge you for a replacement key card at a cost of £6.50 per card. In the event that a keycard is not returned after check-out we request customers to contact the hotel to make arrangement for key card to be returned.
9. For group booking, any costs incurred due to smoking or damage, as set out above, will be charged to the person making the group booking.

10. If you do not comply with paragraphs 3 to 9 when staying at our hotel, we may terminate your booking without refund and require you to leave the hotel immediately.

## 5. Cancellation

1. For **room rates**, if you have a Booking for more than 1 night you may shorten your booking after the scheduled date of arrival and we will refund you for any remaining nights. Early departure notifications can be done directly at the hotel or the external website depending how it was made. We will not pay a refund for any night for which notification is received after 2pm the day before intended departure date.
2. We will only make refunds to the payment card that you used to make the Booking. We will normally credit refunds to your card within 10 days.
3. 'No-shows' will not be refunded for the first night of the reservation. Should the reservation be for more than one night, the remainder of the booking will be cancelled.
4. A cancellation confirmation will be given and must be retained as proof of cancellation.
5. Any bookings made for more than six months in advance need to be re-confirmed a month before actual stay and any changes in room rates can be agreed or rectified.

## 6. Changing your Booking

1. With any **room rate booking**, subject to availability, you may change the length of stay, the room type and/or the scheduled date of arrival. You must notify us before midday, 24hrs to your scheduled date of arrival, of any changes.

## 7. Relocation

1. We will take all reasonable steps to fulfil the reservation to the best of our ability and in accordance with the details provided, however we reserve the right to provide alternative services of at least equivalent standard at no additional cost to the client. If a room is unavailable on arrival due to an event beyond our reasonable control, then, we will either:
  2. Provide alternative rooms within The Lancaster Hotel & Spa and refund any difference for that room cost and the booked room cost; OR
  3. Provide a room in a third party hotel and pay any difference for the unavailable room cost as booked at The Lancaster Hotel & Spa, and pay the reasonable cost of transport to that alternative hotel or any applicable car park; OR
  4. At your request, cancel your Booking and refund you any money you have paid in advance for the unavailable room(s) including related extras and deposits.

## 8. Car Parking

1. Brunel University London's campus is private land and drivers bring their vehicles to the campus at their own risk.
2. Brunel University London accepts no responsibility or liability (whether such liability arises out of contract, tort, statutory duty or otherwise) for any loss or damage that occurs to any vehicle or its contents while that vehicle is on University land, whether with permission or not.
3. Anyone wishing to bring a vehicle on to University property/land must register it with the University Reception and obtain a vehicle permit." (Parking permits are available from Lancaster Reception). Visitors who bring a vehicle on to campus must abide by University speed limits and parking restrictions. Car parking is free but availability is limited and cannot be guaranteed.
4. Visitors should note that ticketing is in operation throughout the Campus and therefore should park in the designated spaces only. Car parking is only available for the date of your stay. If any further parking is required then speak to reception (subject to availability).

## 9. Breakfast

1. Breakfast will be served in the Restaurant area Monday to Friday from 07:00h to 09.30h and from 16<sup>th</sup> March 2019, as well on Saturday, Sundays and Bank Holidays from 07:30h to 10:00h.
2. For every adult paying for a breakfast within the party, up to 2 children under the age of 14 will receive a complimentary breakfast.

## 10. General

1. **Whilst Brunel University London has taken** reasonable steps to ensure that information contained within its brochures, tariffs, leaflets, website and other advertisement materials is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
2. **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 anyway. 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.
3. **Events Beyond our Reasonable Control:** We shall not be in breach of these terms, nor liable for any failure to perform any of our obligations in relation to your Booking (such as the provision of room(s) and/or other products and/or services and/or extras) due to any adverse event, act, omission or accident which happens which is beyond our reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, 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.
4. **Our Liability:** Subject to the remainder of this clause, you should use your own insurance policies to claim the full amount of the loss or damage to your property prior to approaching or pursuing Brunel Commercial. We are, in certain circumstances set out in the Hotel Proprietors' Act 1956 (Act), liable for loss or damage to your property. However, in those circumstances, we are only liable up to the maximum sums under the Act. The Lancaster Hotel & Spa aims to provide a safe and secure environment for the duration of your stay and where necessary, will take appropriate security measures. If an incident occurs during your stay, resulting in the theft, loss or damage of your property, we will carry out an internal investigation. If we do not feel that your property was stolen, lost or damaged through any fault of ours, our staff or agents, this will be evidence that it wasn't our fault. In those circumstances, our liability is limited to the maximums under the Act. If an incident is referred to the Police authorities, and they draw the same conclusion as us, this will also be evidence that our liability is limited to those maximums. We shall not be liable, in any circumstances, for any loss or damage to vehicles you bring to the hotel or any property left in them. Neither shall we be liable for any loss of profit, or any indirect or consequential loss arising under or in connection with your Booking. Where we are liable, we will only be responsible for losses that are a foreseeable result of a breach or negligence, but not otherwise. The loss or damage will be foreseeable if it is an obvious consequence of the breach or is contemplated by both parties at the time of entering into the contract. Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or fraud or fraudulent misrepresentation; or any other form of limitation or exclusion prohibited by law or statute.
5. **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.
6. **Law:** These terms are governed by the laws of England and Wales.
7. **Changes to Terms:** We reserve the right to change these terms of conditions from time to time. The terms applicable to your Booking will be the latest version published.

## 11. Questions / Complaints

1. If you have any question or complaint in relation to your Booking or these terms please contact us and we will respond to you as quickly as we can.

# Lancaster Hotel Terms & Conditions - Spa

## Spa Conditions of use

The term "Spa" refers to the Spa facility as a whole and includes the spa pool, plunge pool, sauna, steam room, the Spa building and any other facilities included therein. This is a private hire facility. We do not have life guards on duty and you are solely responsible for your behaviour and safety whilst using our Spa. We would draw to your attention the safety notices on the walls of the Spa.

Please also see the Safety Considerations and Contra-Indicators regarding medical complaints and guidelines on using the spa facilities. The Spa Pool operates at approximately 38 Degrees Celsius, the Sauna at approx. 100C, the Steam Room at 45C approx., it is therefore important to limit the duration of your sessions and remain well hydrated.

- 1. Health.** Individuals who are pregnant, elderly or suffering from heart disease, diabetes, epilepsy, high or low blood pressure should not use the spa without prior medical consultation and permission from their doctor.
- 2. Opening hours.** The opening hours of the Spa are specific and not flexible. We reserve the right, if necessary in emergencies or for the purposes of repair or maintenance, to alter these hours. We will do all we can to notify you of any changes.
- 3. Numbers.** For your own safety and comfort there are strict limits to how many people should use each treatment at a time. These are as follows: Spa Pool (max 6); Plunge Pool (max 1); Sauna (max 4); Steam Room (max 8). The maximum people allowed in the Spa at 1 time will be 8.
- 4. Children.** Children under 18 may not use the Spa facilities or have access to the Spa at any time.
- 5. Charges.** Our normal rates are per person for each session in the Spa. Ask at reception for more details. Any sport or membership admission to the Spa must be backed up with a relevant identity or membership card.
- 6. Sauna and showering.** It is important that you shower before and after use of the Spa. We use chlorine as an antibacterial agent, which can have a drying effect on the skin and hair. In addition, it is important that you shower after use of the sauna. This is both to remove any toxins from your skin (a natural effect of the sauna) and to help protect the spa equipment. Full showering facilities are only allowed in the changing rooms.
- 7. Food and drink.** Water is freely available in the Spa. You may not consume any food or drink (including sweets and energy drinks) in the spa facility other than that provided by us. You should never consume alcohol when using facilities such as a Sauna or Steam Room.
- 8. Electrical equipment.** Electrical equipment not provided by ourselves may not be taken or used in the Spa building at any time. This includes the use of mobile phones, music equipment and photography of any kind.
- 9. Smoking.** The Spa is strictly non-smoking.
- 10. CCTV.** The Spa area is covered by CCTV cameras and footage from these can be used by the University in evidence of any kind.
- 11. Check in and security.** You are required to check in and register prior to your session. You are responsible for your own behaviour and for the repair or reinstatement of any damage occasioned to our property in the course of your session. The person so named is also required to sign out when they leave the building at the end of the session.
- 12. Cleaning the Spa.** The Spa is cleaned daily with the main clean being outside opening times but there are occasions where we will need to clean certain areas or complete safety checks. During this time staff may briefly need to access the spa or changing rooms.
- 13. Controls.** The equipment controls are pre-set for your own safety and well-being. The Spa runs on a cycle in order to maintain a cleaning program and will go to "standby" for 10 minutes after each use of the jets. Anyone found tampering with the controls will be asked to leave. No refund will be given and a charge will be made for any damage caused.
- 14. Noise.** The Spa is designed to be an area of relaxation and therefore we ask that talking should be kept to a minimum. In the event of excessive noise you will be asked to leave.
- 15. Hair and dress.** Although the Spa is a mixed sex facility we ask that you use the correct designated changing rooms. We require all guests in the Spa to dress in a manner appropriate to the activity being engaged in. Long hair should be tied back and care should be taken not to block the filters or vents.
- 16. Behaviour.** This is an adult relaxation / fitness facility and the facility must be used appropriately. Users of the Spa may not run, jump or dive in the Spa area or facilities. We operate a zero tolerance policy towards rowdiness, rudeness and aggression of any kind. We reserve the right at all times to refuse entry to the Spa, or to remove any guest or party whose behaviour has caused us, our staff or our other guests concern. Such notice will be verbal and you are required in this case to leave immediately. No refund will be given.
- 17. Damage or accident.** Any damage to the Spa or facilities or other accident or injury must be reported to us immediately. Immediately means in this instance before you leave the building at the end of your session. Failure to do so will by necessity invalidate any later claim. The company can accept no liability for accident, injury or misadventure caused by your own actions. Guests are responsible for making their own insurance arrangements in respect of injuries suffered by them or their guests or to any third party.
- 18. Complaints.** We take the running of our business very seriously and we want to hear from you if you have any comments, good or bad, or recommendations for improvements. We can only improve if we listen to what our guests actually want! If you have a complaint or other comments please ask to speak to a member of staff.