

#### **Cedars Hotel Terms and Conditions**

These are the terms and conditions that apply when you book a room at Cedars Hotel ('**the Hotel'**) using any official reservation channels by phone, email, in person using our online booking service or through Booking.com ("**Reservation Channels**"). The terms and conditions of this contract are between you, the customer, and us, The University of Reading an independent corporation with charitable status established by Royal Charter with number RC000665, whose administrative offices are at Whiteknights House, Whiteknights, PO Box 217, Reading, RG6 6AH, United Kingdom (the '**University**')

When you receive an email confirmation from us regarding the booking, you made via a Reservation Channel, will be deemed to have accepted these terms and conditions and they will apply to you.

We reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a booking. The terms and conditions which apply to your booking will be those in place on the date that you make your booking and are subject to compliance with applicable law, relevant restrictions or guidelines imposed by Government or local authorities from time to time.

#### **COVID-19 (Coronavirus)**

You must contact us **immediately** if you or someone staying with you is having to **self-isolate** or should be self-isolating in compliance with applicable law or Government guidelines. We reserve the right to cancel any reservation (before or during the stay) to the extent it is for the purpose of self-isolation unless there are exceptional circumstances and in compliance with applicable law you are required to stay, any such stays will be subject to additional charges.

#### Track and Tracing

We are required by law to collect (and keep records for 21 days and make them available when requested by NHS Test and Trace or local public health officials to help contain clusters or outbreaks) details of our guests for test and trace purposes (details are used to minimise transmission of the virus). These details will be kept by us in compliance with data protection law.

## Your responsibility to comply with the law and keep up to date

The law, guidelines and local requirements in relation to COVID-19 are constantly changing. It is your responsibility to comply with the law, and you should ensure that you keep up to date with regulations and guidance applicable to you and applicable to the areas where you reside, where you are visiting and where you intend to visit.

### Stricter lockdown measures

If stricter lockdown measures are introduced by the Government, it may make it illegal for us to allow you to stay at the Hotel (this could include us only being permitted to let key workers stay), we will consider refunds on a case-by-case basis.

Where we cannot accept your booking or need to cancel your booking (or your stay if you have already checked in) with immediate effect due to legal requirements on us, we will contact you promptly to notify you of the same and offer you a refund or a credit note for a booking at another time when the Hotel is able to welcome the public again.

If you need to cancel your booking outside of the cancellation period required as set out further below, and such cancellation is due to having to self-isolate or because you are no longer able to travel due to any lockdown measures applicable to you, please contact us immediately and we will consider refunds on a case by case basis.

#### Reservations

To book your room please follow the instructions on the Cedars website (http://www.venuereading.com/Sleep/vr-cedars-hotel.aspx)

You must be at least eighteen (18) years old to make a booking.

You must provide your credit or debit card details in order to secure your booking.

Please check that the details of your booking are complete and accurate before you confirm your booking. We will not be liable for any delay or non-performance if you provide us with incorrect information.

We will confirm our acceptance of your booking by sending you an email to the email address that you provide during the booking process.

If you think that there is a mistake in your booking or if you require any changes to a confirmed booking (including cancelling your booking), please contact us on 0118 3788906 or thecedars@reading.ac.uk to discuss.

## **Room price**

When you make a booking request, we'll give you a total price for the rooms and number of nights you've requested. The price you pay is the price quoted to you at the time you make your booking.

Room prices are per room, and are inclusive of VAT at the applicable rate at the time of your booking. If the rate of VAT changes between the date of your booking and the date of your stay, we will adjust the rate of VAT that you pay, unless you have already paid for the booking in full before the change in the rate of VAT takes effect.

Meals and other extras including but not limited to drinks and use of the telephone are not included in the room price but breakfast can be added to your booking during the booking process. All other meals and extras must be paid for separately at the end of your stay.

## Occupancy

The maximum room occupancy for a double or twin room is two adults. If you are travelling with children please let us know your requirements before booking. Please be aware that the Hotel does not provide travel cots for infants.

Children under 16 must be supervised at all times and are not permitted to stay in the Hotel unless a parent or guardian is also staying in the Hotel.

Please contact the Hotel reception to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

#### Paying for your room

In most cases payment will be required at the time of the booking, otherwise payment is required on arrival at the Hotel.

You may pay by:

- Credit or Debit Card
- Cheque (along with a debit guarantee card)

We reserve the right to ask for identification at the time of booking or upon check in.

Please note: the University's bars and cafes do not accept cash payments so please ensure that you have a debit or credit card available if you wish to use these facilities.

#### Cancellations

#### Your right to cancel

If you are travelling as an individual or as a group of five (5) or less, you have the right to cancel your booking up to 48 hours before the first day of your stay. If you cancel within this period you will be entitled to a refund of any payment that you have already paid.

If you cancel your booking less than 48 hours before the first day of your stay, you will not be entitled to a refund and will be charged the full amount due for your planned stay.

## Groups of six (6) or more

If you are travelling in a group of six (6) or more, you may cancel your booking up to seven (7) days before the first day of your stay. If you cancel within this period you will be entitled to a refund of any payment that you have already paid.

If you cancel your booking less than seven days before the first day of your stay, you will not be entitled to a refund and will be charged the full amount of your groups' planned stay.

If you wish to cancel your booking please contact the Hotel on the contact details given at the end of this document.

#### Rooms booked on Booking.com

Reservations made on Booking.com will be subject to the cancellation provisions which applied to the booking at the time that you made the booking, as confirmed in your booking confirmation email.

For the avoidance of doubt, reservations made on Booking.com at a Non-Refundable Rate will not be refundable should you cancel the booking at any time.

#### Our right to cancel

We may cancel your booking 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 break the contract between us in any other material way;
- we need to do so in compliance with applicable law, relevant restrictions or guidelines imposed by government or local authorities; or
- you or someone staying with you is having to self-isolate or should be self-isolating in compliance with applicable law or Government guidelines.

If we cancel your booking where you are at fault, we reserve our legal rights in respect of your breach of contract.

#### Events outside our control

We may also cancel your booking if an event outside of our control (including but not limited to industrial action, an epidemic or pandemic, explosion, local public health guidance or guidance or direction made by Public Health England or equivalent body, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case we will contact you to let you know as soon as possible and:

- if you have already paid for your room, we will refund your payment to you; or
- if you have not yet paid for your room, you will not have to make any payment to us.

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control but we will make reasonable efforts to mitigate any effects.

This does not affect your statutory rights.

## Arrival and departure

Rooms are available from 2pm on the arrival date unless as otherwise notified by us in writing prior to your arrival.

Unless as otherwise notified by us in writing prior to your arrival, rooms must be vacated by 10am on the day of departure. Failure to leave your room by this time may result in a late check-out charge of £58. If you fail to check out on the date confirmed in your booking confirmation we reserve the right to charge you the full room price for each additional nights' stay.

# Expectations of you (and your group)

During your stay with us we expect that you will:

- be respectful to hotel staff and other guests
- treat your room with respect and alert hotel staff to any damage caused by you
- not smoke in your room or anywhere on the premises
- keep noise to a minimum at all times
- not engage in any threatening or violent behaviour whatsoever
- not engage in any activities in breach of applicable law, relevant restrictions or guidelines imposed by government or local authorities

If you or your group fail to comply with our Expectations, cause damage to The Hotel, or cause distress or inconvenience to other guests or damage to their property, or you otherwise breach any of these terms and conditions, The University reserves the right to:

- cancel your booking with immediate effect and (if appropriate) require you to leave the premises;
- retain all sums paid by you and/or charge you the full amount of your booking;
- refuse future bookings from you and/or refuse you entry or accommodation at The Hotel;
- charge your credit or debit card or invoice you for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave.

The University will not be liable for any refund or compensation in such circumstances.

## General

## Your information

We respect your privacy and we are committed to protecting your personal data. We will process your personal data in accordance with the General Data Protection Regulation (EU) 2016/679) and our Privacy Policy, which can be found at <a href="http://www.reading.ac.uk/15/about/about-privacy.aspx">http://www.reading.ac.uk/15/about/about-privacy.aspx</a>.

#### The contract

This contract is formed when we confirm your booking by email. The contract is between you and us. No other person shall have any rights to enforce any of its terms.

#### Your rights

If you are a non-business customer you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

#### Our liability

We will be responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage suffered by you which is a foreseeable result of us breaking this contract or failing to use reasonable care and skill but

we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the contract was made, both you and we knew it might happen, for example, if the loss or damage was discussed between us.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

We shall not be liable and expressly exclude liability to the fullest extent allowed by law damage to, theft and/or loss of your property unless caused by the negligence of the University or its officers, employees or agents.

We shall not be liable and expressly exclude liability to the fullest extent permitted by law for any loss of profit, loss of business, business interruption, or loss of business opportunity.

# Applicable law

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law.

If you are a consumer you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, your booking and/or stay at The Hotel. We retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

# <u>Severability</u>

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 or remedies.

All rights not expressly granted in these terms and conditions are reserved.

# Contact us

If you require further information or have any questions regarding our website or these terms and conditions, then please use the contact details below:

Email: <a href="mailto:thecedars@reading.ac.uk">thecedars@reading.ac.uk</a>

Telephone: 0118 3788906