

To make a reservation:

Go to www.host-somerset.co.uk/book-a-room/

1. Introduction

- 1.1 These are the Terms and Conditions that apply when you reserve a room at the HOST Brean Sands Self-Catering Accommodation.
- 1.2 These Terms and Conditions do not cover:
 - 1.2.1 Reservations at the HOST Sedgemoor or Hinkley Accommodation Campuses. Please see the separate Terms and Conditions for the Sedgemoor or Hinkley Campuses available [here](#); and
 - 1.2.2 Accommodation booked as part of a meeting room hire or event package. Please see the separate Conference, Events and Functions Terms and Conditions available [here](#).
- 1.3 These Terms and Conditions set out:
 - 1.3.1 Your legal rights and responsibilities;
 - 1.3.2 Our legal rights and responsibilities; and
 - 1.3.3 Certain key information required by law.
- 1.4 In these Terms and Conditions:
 - 1.4.1 'HOST', 'we', 'us' or 'our' means HOST 2 Limited, a company registered in England and Wales under company number: 09434839, whose registered office is at 2 Stafford Place, Weston-Super-Mare, Somerset, United Kingdom, BS23 2QZ; and
 - 1.4.2 'you' or 'your' means the person booking accommodation at the HOST Brean Sands Self-Catering Accommodation.
- 1.5 Please print out or save a copy of these Terms and Conditions for your records.
- 1.6 When you make a reservation for Brean Sands Self-Catering Accommodation on www.host-somerset.co.uk/book-a-room/, you are confirming your acceptance of, and to be legally bound by, these Terms and Conditions.
- 1.7 When booking a room for Brean Sands Self-Catering Accommodation on www.host-somerset.co.uk/book-a-room/ you also agree to be legally bound by:
 - 1.7.1 Our Code of Conduct, which is made available online [here](#) and a copy of which will be available in the room (as amended from time to time);
 - 1.7.2 Extra terms which may add to, or replace some of, these Terms and Conditions. Any changes to these Terms and Conditions will be made in accordance with Clause 2 in these Terms and Conditions;
 - 1.7.3 The Cookie and Privacy Policies, which are made available [here](#) (each, as we may amend it from time to time).
- 1.8 All of the above documents apply as though set out in full in these Terms and Conditions and the documents together with the Terms and Conditions form the 'Contract' between you and us.

2. Amendments to the terms of the Contract

- 2.1 We reserve the right to amend these Terms and Conditions and any of the other documents which form the Contract at any time. We will notify you of any changes made to the Contract before the changes take effect but you should also check the <https://www.host-somerset.co.uk/accommodation> website regularly where you will always find the latest version of our Terms and Conditions and the Cookie and

Privacy Policy.

- 2.2 The rates payable for your reservation are subject to change and can be amended at any time (even after a reservation has been made and the reservation has been confirmed). Residents will be notified of any changes in writing before the changes take effect.
- 2.3 If you do not agree with the changes made to the:
- 2.3.1 Terms and Conditions and/or the Code of Conduct (where such changes are material); and/or
- 2.3.2 The rates applicable to your reservation,
You can end the Contract at any time before the changes come into effect by giving us written notice to brean@host-somerset.co.uk.
- 2.4 If you choose to terminate your Contract for one of the reasons included in Clause 2.3 above, and as a result of terminating the Contract your long-term reservation becomes a short-term reservation, we will amend the nightly rate for your stay from the rates applicable for long-term reservations to the rates applicable for short-term reservations for all nights that have already been utilised and any booked nights until the termination date.

3. Individual Reservations

3.1 Making a reservation:

- 3.1.1 To reserve your room at the HOST Brean Sands Self-Catering Accommodation please book via www.host-somerset.co.uk/book-a-room/.
- 3.1.2 When you request us to make a reservation, you must provide us with your identification information including, but not limited to, your name, address, contact telephone number, and email address as well as the name of your employer and your SAP number (noting your SAP number is not required if you are a new starter and you have not been allocated a SAP number yet).
- 3.1.3 You will also need to provide your credit/debit card details when making a reservation (which must be valid beyond the date of your intended stay).
- 3.1.4 Please check that the details of your reservation are complete and accurate before you complete your reservation. We will not be liable for any delay or non-performance if you provide us with incorrect information.
- 3.1.5 Each reservation must be made for at least four nights.
- 3.1.6 When making a reservation, you may submit your location requests and preferences:
- 3.1.6.1 Online, during the reservation process; or
- 3.1.6.2 By phoning 01278 559 429; or
- 3.1.6.3 By emailing brean@host-somerset.co.uk.
- 3.1.7 However, location requests and preferences are subject to availability at all times. We will confirm our acceptance of your reservation by sending you a confirmation email to the email address that you provide during the reservation process. 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. We reserve the right to refuse any reservation at any time.
- 3.1.8 If you are an agent and wish to book rooms at the HOST Brean Sands

Self-Catering Accommodation, you should contact the team directly:

3.1.8.1 In person, at the HOST Brean Sands Self-Catering Accommodation; or

3.1.8.2 By phoning 01278 559 429; or

3.1.8.3 By emailing brean@host-somerset.co.uk.

3.2 Short-term reservations:

3.2.1 If your reservation is between 4-27 nights, it is considered a short-term reservation and full payment for the entire stay is required at the time of reservation.

3.3 Long-term reservations:

3.3.1 If your reservation is made for 28 consecutive nights or longer, it is considered a long-term reservation, and a minimum deposit of 4 weeks (28 nights) is required to secure the reservation. You must liaise with the Reservations Team to make this arrangement:

3.3.1.1 In person, at the HOST Brean Sands Self-Catering Accommodation; or

3.3.1.2 By phoning 01278 559 429; or

3.3.1.3 By emailing brean@host-somerset.co.uk.

3.3.2 Long-term reservations must always have a minimum of 7 nights paid in advance at all times. If you fail to meet this requirement, we will contact you when you have 7 or less nights paid in advance to request that you make a payment to comply with this obligation. Failure to meet this requirement will result in the reservation being shortened to cover the remaining credit only. Once there is no more credit left on your account, we reserve the right to cancel your remaining reservation and release your room into inventory to sell.

3.3.3 You may add credit on your account for your reservation:

3.3.3.1 Through the guest portal on the website where you have made the reservation:

<https://questportal11.rmscloud.com/Login/Index?Clientid=16042> ; or

3.3.3.2 By phoning 01278 559 429; or

3.3.3.3 By emailing brean@host-somerset.co.uk.

3.3.4 If your reservation has been shortened in accordance with Clause 3.3.2 and you have not made contact with us, we reserve the right to remove your belongings from the room after your reservation ends and store them, in accordance with Clause 17.

3.3.5 If there are any extenuating circumstances whereby you cannot pay for your room, you must contact us without delay. Any decision to allow you to delay payment or to put in place a different payment schedule is at our discretion and we reserve the right to cancel your reservation if you cannot comply with the payment terms included in these Terms and Conditions.

3.4 Special circumstances:

3.4.1 If you have any special requests or require an accessible bedroom, please contact us as soon as possible and in any event prior to your arrival.

3.4.2 If you require any assistance in evacuating the accommodation blocks due to either a visible or hidden disability, please inform our Reservations Team when making the reservation by:

3.4.2.1 Phoning 01278 559 429; or

3.4.2.2 Emailing brean@host-somerset.co.uk.

4. Group Reservations

4.1 Making a reservation:

4.1.1 A reservation of ten rooms or more is considered a group reservation.

4.1.2 For enquiries about a group reservation, please call our Group and Corporate Team on 01278 559 429.

4.1.3 Before a group reservation can be confirmed, our Guest Service Agent will issue a Group Booking Form which will need to be completed by the lead booker and returned to us by email to brean@host-somerset.co.uk.

4.1.4 Upon receipt of the completed Group Booking Form a payment of 25% of the reservation total will be required within 7 days. The Guest Service Agent will agree in writing with the lead booker if the deposit will be paid through a company account, a company ledger or by the individual group members. The remaining balance for the entire reservation (in the case of a short-term reservation) or of the first 28 days (in the case of a long-term reservation) is due no later than 30 days prior to the arrival date of the group.

4.1.5 We will request individual guest details one month prior to arrival so that confirmations can be sent out.

4.2 Responsibility for payment for group reservations:

4.2.1 Company accounts:

4.2.1.1 Requests to have the reservations paid via ledger account, need to be made in advance in writing and a PO must be provided.

4.2.1.2 Should the company request to settle the accounts on behalf of the individual guests, we will send the booker an on-boarding credit form which confirms corporate details.

4.2.1.3 If HOST approves a company's request for a credit account (which it may do at its discretion), then HOST will issue a reference number which will be used for all future reservations from that company.

4.2.1.4 In the event a company has credit refused, full payment via debit/credit card will be requested one month prior to arrival. Should this not be forthcoming the reservation will be cancelled.

4.2.2 Individual group member payments:

4.2.2.1 Should group members be responsible for their own accounts, we will require the following information no later than one month prior to arrival:

4.2.2.1.1 Full name

4.2.2.1.2 SAP number – if available

4.2.2.1.3 Email address

4.2.2.1.4 Postal address

4.2.2.1.5 Debit/credit card number

4.2.2.1.6 If any car parking is required for the duration of their reservation

4.2.2.2 Where group reservation members are responsible for their own account, the payment terms for individual reservations will apply (please see clause 3), including the cancellation terms for failure to pay in advance.

5. Amending individual reservations

5.1 If you want to amend your reservation, you must inform us at least 72 hours in advance of the arrival date by:

5.1.1 Phoning 01278 559 429; or

5.1.2 Emailing brean@host-somerset.co.uk.

The process to amend reservations set out in this Clause 5.1 applies to individual reservations and to group members who are responsible for their own accounts. For any other group bookings, the provisions in Clause 9.2 will apply.

5.2 If you request a name change for a reservation, this will be treated as a cancellation of the original reservation and a new reservation will be made. If the new reservation is not for the same dates, and we are at full occupancy, we will not be able to replace the name. If we are informed at least 72 hours in advance of the arrival date before 14:00, a full refund will be issued to the same debit/credit card used to make the reservation. If you inform us of the name change less than 72 hours before your arrival date, you will be charged a cancellation fee equivalent to 3 nights' accommodation per cancelled room and other extras (such as charges due for car parking, if applicable).

5.3 Extending existing reservations:

5.3.1 Any extension of an existing reservation (whether short or long) is subject to room availability at the time the request is made.

5.3.2 Any extension will be treated as a new reservation and will be charged at the relevant rate applicable at the time the extension is made and it will be subject to the payment terms set out in the Contract.

5.3.3 If you want to extend your reservation, you must inform us:

5.3.3.1 In person; or

5.3.3.2 By phoning 01278 559 429; or

5.3.3.3 By emailing brean@host-somerset.co.uk.

5.4 Shortening existing reservations:

5.4.1 If you want to shorten your reservation you need to inform us:

5.4.1.1 In person, or

5.4.1.2 By phoning 01278 559 429; or

5.4.1.3 By emailing brean@host-somerset.co.uk.

5.4.2 If you shorten a long-term reservation (for any reason) such that it becomes a short-term reservation after the change, we will amend the nightly rate for your stay from the discounted rates applicable for long-term reservations to the standard short stay rate for all nights booked (including nights that have already been utilised under the discounted rate).

- 5.4.3 If you shorten your reservation before the start date of your reservation and you inform us at least 72 hours in advance of the arrival date before 14:00, a full refund will be issued to the same debit/credit card used to make the reservation.
- 5.4.4 If you shorten your reservation before the start date of your reservation and you inform us less than 72 hours in advance of the arrival date before 14:00, we reserve the right to charge you a fee which is equal to either: (i) three nights' accommodation for each room for which the reservation has been shortened; or (ii) the remaining nights on your reservation, whichever is the smaller amount.
- 5.4.5 If you are already an in-house resident wanting to shorten your reservation and you inform us at least 24 hours before 10:00am the day prior to your intended departure date, no additional charges will be added to your reservation. Length of stay restrictions will remain applicable when shortening your reservation as set out in Clause 5.4.2. If we are informed after such time, you will be charged a fee which is equal to either: (i) three nights' accommodation for each room for which the reservation has been shortened, or (ii) the remaining nights on your reservation, whichever is the smaller amount.
- 5.4.6 If you shorten your reservation in accordance with Clauses 5.4.4 or 5.4.5 and any credit is left on your account after we deduct the modification fees due in accordance with those clauses, we will either (i) refund the balance to the same debit/credit card used to make the reservation; or (ii) if requested by you, keep the money on your account for future use.

6. Amending group reservations

- 6.1 This Clause 6 applies to group reservations where the fees applicable for the reservation are paid by the company making the reservation. If group members are responsible to pay for their reservation, Clause 5 will apply instead. For the avoidance of doubt, Clause 9.2 applies independently from this Clause 6.
- 6.2 In the event that you need to amend the reservation, please telephone our team on 01278 559 429.
- 6.3 Any extension of an existing reservation (whether short or long) is subject to room availability at the time the request is made.
- 6.4 Any extension will be treated as a new reservation and will be charged at the relevant rate applicable at the time the extension is made, and it will be subject to the payment terms set out in the Contract.
- 6.5 If you shorten a long-term reservation (for any reason) such that it becomes a short-term reservation after the change, we will amend the nightly rate for your stay from the discounted rates applicable for long-term reservations to the standard short stay rate for all nights booked (including nights that have already been utilised under the discounted rate).
- 6.6 If you request a name change for a reservation, this will be treated as a cancellation of the original reservation and a new reservation will be made. If the new reservation is not for the same dates, and we are at full occupancy, we will not be able to replace the name. Depending on when you inform us of the name

change, you may have to pay cancellation charges in accordance with Clause 6.7.

- 6.7 For group reservations which are shortened or where the names are changed such that the reservation is considered cancelled the following charges apply:
- 6.7.1 If you inform us of the shortened stay and/or the name change 0-7 days prior to the arrival date – No refund will be issued.
- 6.7.2 If you inform us of the name change 8-29 days prior to the arrival date – We will refund you 50% of any amounts already paid in accordance with these Terms and Conditions for the reservation deemed cancelled as a result of the name change;
- 6.7.3 If you inform us of the shortened stay 8-29 days prior to the arrival date – We will refund you 50% of any amounts already paid in accordance with these Terms and Conditions for the dates which have been cancelled (but for the avoidance of doubt, Clause 6.5 will still apply);
- 6.7.4 If you inform us of the name change 30 days or more prior to the arrival date – no fees will be charged for the name change and if the new booking is for different dates – we will give you a full refund of any amounts already paid in accordance with these Terms and Conditions for the dates which have been cancelled (but for the avoidance of doubt, Clause 6.5 will still apply).
- 6.8 If you inform us of the shortened stay 30 days or more prior to the arrival date – we will issue a full refund of any amounts already paid in accordance with these Terms and Conditions for the dates which have been cancelled (but for the avoidance of doubt, Clause 6.5 will still apply).

7. Room Prices

- 7.1 When you make a reservation request, we will give you a total price for the rooms and number of nights you have requested. We may alter our rates by giving you prior notice in accordance with Clause 2.2. Such revised rates will apply to any reservations already made.
- 7.2 Rooms are priced as per room per night and include the room only.
- 7.3 The room prices will change if you shorten your reservation such that a long-term reservation would become a short-term reservation as further described in Clause 5.4.
- 7.4 Additional charges may apply for other services including, but not limited to, car parking, fitness or entertainment activities, use of any function or other rooms, or any other equipment, services or facilities. We will inform you of rates payable for such additional services on request when you arrive at the accommodation.
- 7.5 Rates quoted are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we will adjust the rate of VAT that you pay, unless you have already paid for the reservation in full before the change in the rate of VAT takes effect.
- 7.6 We may on occasions introduce special rate offers with specific terms of validity. We reserve the right to withdraw any such offers without notice.

8. Paying for your room

- 8.1 Payment may be made by credit/debit card (Visa or MasterCard). The expiry date

of your debit/credit card must be later than the end of your stay.

- 8.2 We do not accept personal cheques.
- 8.3 If you have an individual reservation (or you are responsible for paying for your individual group member reservation) and you are extending your stay, you may pay with credit/debit card or cash at the Reservations Office. For Group Booking payments, please refer to Clause 4.2.
- 8.4 If you are sharing a room, then it is the lead booker who is responsible for payment. Any split payments are to be organised between the guests.

9. Cancellations

9.1 Individual Bookings – Your right to cancel

- 9.1.1 Rooms may be cancelled by 14.00 hrs, 72 hours in advance of the arrival date and a full refund will be processed to the same debit/credit card as used to make the reservation.
- 9.1.2 A cancellation email will be sent, and you must retain it as proof of cancellation.
- 9.1.3 If you cancel a reservation with less than 72 hours' notice before your arrival date you will be charged a cancellation fee equivalent to three nights' accommodation per cancelled room and other extras (such as charges due for car parking, if applicable).
- 9.1.4 If you cancel your reservation in accordance with Clause 9.1.3 and any credit is left on your account after we deduct the cancellation fees due in accordance with Clause 9.1.3, we will either (i) refund the balance to the same debit/credit card used to make the reservation; or (ii) if requested by you, keep the money on your account for future use.
- 9.1.5 You may wish to take out room cancellation or travel insurance in case you need to cancel your reservation.

9.2 Group Bookings – Your right to cancel

- 9.2.1 This Clause 9.2 applies to group reservations where the fees applicable for the reservation are paid by the company making the reservation. If group members are responsible to pay for their reservation, Clause 9.1 will apply instead.
- 9.2.2 In the event that you need to alter the reservation, please telephone our team on 01278 559 429.
- 9.2.3 For group reservations which are cancelled the following cancellation charges apply. If you cancel the group reservation:
 - 9.2.3.1 0-7 days prior to the arrival date – No refund will be issued.
 - 9.2.3.2 8-29 days prior to the arrival date – We will refund you 50% of any amounts already paid in accordance with these Terms and Conditions.
 - 9.2.3.3 30 days or more prior to the arrival date - full refund of any amounts already paid in accordance with these Terms and Conditions.

10. Our termination rights

10.1 Termination as a result of your breach

- 10.1.1 We may cancel your reservation at any time with immediate effect by

giving you written notice (which includes email) if:

10.1.1.1 You do not pay us when you are required to do so in accordance with these Terms and Conditions; or

10.1.1.2 You break the terms of the Contract between us in any other way.

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

10.2 Termination as a result of events outside our control

10.2.1 We may also cancel your reservation if an event outside of our control (including but not limited to industrial action, explosion, fire, flooding, failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you.

10.2.2 In this case, we will contact you to let you know as soon as possible that we are cancelling your reservation and:

10.2.2.1 If you have already paid for your room, we will refund your payment to you; or

10.2.2.2 If you have not yet paid for your room, you will not have to make any payment to us.

10.2.3 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. This does not affect your statutory rights.

11. No Shows

11.1 If you do not arrive for the first night of your stay, it is your responsibility to inform us before 12:00 the next day if you need your room for the remainder of your stay.

11.2 If you do not contact us, your reservation will be cancelled and you will be charged for the first night and three additional nights.

12. Arrival and departure

12.1 Rooms are available from 14:00 on the arrival date. Please inform Reception if you are likely to arrive after 22:00.

12.2 Should you arrive prior to 14:00 we reserve the right to charge an early check-in fee (as communicated from time to time). Arrival prior to 08:00 may incur a charge for the previous night.

12.3 You will be asked to present, upon check-in, an acceptable form of photo identification. If you fail to present an acceptable form of photo identification upon check in, your reservation will be cancelled and a cancellation fee will apply in accordance with Clause 9.1.3.

12.4 Acceptable forms of identification are: SAP Card (preferred method of ID), passport, driving licence, ID card or police warrant card.

12.5 Rooms must be vacated by 10:00 on the day of departure. Failure to leave your room by this time may result in a late check-out charge (as communicated from time to time).

12.6 A late check out may be requested in advance at Reception but will be subject to your room being available after the normal check out time and to you paying a late check-out charge (as communicated from time to time).

- 12.7 If you have booked a car parking space, the same check-in and check-out times as for your room will apply for the car park.
- 12.8 The room should be left in a reasonable state on departure, if (at our absolute discretion) we consider additional specialist cleaning is required or if we believe smoking has taken place in the room, we reserve the right to charge you the fees incurred for such specialist cleaning.
- 12.9 Damages to the room or contents must be paid in full by you. It is your responsibility to check all items and that there is no damage to these items.

13. HPC Occupancy

- 13.1 All apartments must be reserved for and occupied by an HPC Employee.
- 13.2 Each apartment type has a maximum occupancy of HPC Employees that it can accommodate which you must adhere to. The below maximum occupancy breakdown is applicable for HPC Employees only:
- 13.2.1 Studio apartment – 1 Person;
 - 13.2.2 1 Bedroom apartment – 1 Person;
 - 13.2.3 2 Bedroom apartment – 2 People;
 - 13.2.4 3 Bedroom apartment – 3 People.
- 13.3 If you want to share an apartment with one or more people (subject to the maximum occupancy limits set out in Clause 13.2), you must:
- 13.3.1 Inform us when making the reservation;
 - 13.3.2 Designate a lead booker - the lead booker is the person who is responsible for making, amending, and paying for the reservation for the entire group, who will be the primary point of contact for all enquiries regarding the reservation, and who has ultimate responsibility for the behaviour of the other guests they have made a reservation for (including any of their visitors); and
 - 13.3.3 Provide to us when making the reservation the personal and contact details (as set out in Clause 3.1.2) of those individuals you want to share an apartment with. These details will be recorded on the property management system and will be processed in accordance with our Data Processing Policy (a link to which is included in Clause 1.7.3).
- 13.4 For the avoidance of doubt, any requests to share an apartment are subject to availability.
- 13.5 If you:
- 13.5.1 Breach the maximum occupancy rules per room type (as listed above); and/or
 - 13.5.2 Fail to provide the details of any other guests you are sharing an apartment with,

You, the lead booker and all the other guests who are in breach will be evicted from the property with immediate effect and will be unable to make any further bookings at any HOST accommodation.

- 13.6 Sofa beds may only be used for under 18's during the holiday periods outlined in Clause 14.4.

14. Visitors

- 14.1 Any requests for visitors must be booked by the lead Booker at least 24 hours in advance of the expected arrival either with reception or by emailing Reception743@pontins.com. The lead Booker will:
- 14.1.1 Be responsible for providing full and accurate details of all visitors to the reception team, including the length of time the visitors will be staying for and the ages of the visitors if they are under 18; and
 - 14.1.2 Take full responsibility for all visitors included in their booking.
- 14.2 The Reception Team must approve in advance any under 18 visitors.
- 14.3 Visitors under the age of 18:
- 14.3.1 Must always be accompanied by an adult;
 - 14.3.2 Are not permitted at any times in the Queen Vic bar;
 - 14.3.3 Are not permitted at any times in the gym area.
- 14.4 The duration of stay of any under 18 visitor is limited to the below. Exact dates are available from reception and are subject to change at any time at our discretion. The periods listed below are based on UK approved holiday dates only and requests outside of these dates will be declined:
- 14.4.1 Holiday 1 (October);
 - 14.4.2 Holiday 2 (December-January);
 - 14.4.3 Holiday 3 (February);
 - 14.4.4 Holiday 4 (Easter);
 - 14.4.5 Holiday 5 (May-June);
 - 14.4.6 Holiday 6 (July-September); and
 - 14.4.7 Each Friday-Sunday (departure by 10am on the Monday morning).
- 14.5 If you are bringing children under the age of 2, and wish to bring a travel cot, please inform reception and they will be able to advise if this is suitable for your apartment type.
- 14.6 Visitors may only stay in the same apartment as the lead Booker – no separate accommodation can be booked for non-HPC Employees.
- 14.7 You must not exceed the maximum occupancy for your room type. Visitors will be declined if maximum occupancy has already been reached.
- 14.8 The maximum occupancy for each room type with non-HPC adult visitors is listed below:
- 14.8.1 Studio apartment – 1 HPC worker plus 1 adult visitor.
 - 14.8.2 1 Bedroom apartment – 1 HPC worker plus 1 adult visitor.
 - 14.8.3 2 Bedroom apartment – 2 HPC workers plus 2 adult visitors.
 - 14.8.4 3 Bedroom apartment – 3 HPC workers plus 3 adult visitors.
- 14.9 The maximum occupancy for each room type with under 18 visitors is listed below:
- 14.9.1 Studio apartment = Under 18s are not permitted
 - 14.9.2 1 Bedroom apartment = 2 adults and 2 under 18 visitors OR 1 adult and 3 under 18s.
 - 14.9.3 2 Bedroom apartment = 4 adults and up to 2 under 18 visitors OR 2 adults and up to 4 under 18 visitors.
 - 14.9.4 If the apartment has more than 1 HPC occupant, and a request has been made to bring a visitor, this can only be approved with agreement from the

lead booker (for the avoidance of doubt this provision applies both in respect of under 18 and adult visitors).

14.10 If you breach the maximum occupancy rules set out above, you, the lead booker and the visitors will be evicted from the property with immediate effect and will be unable to make any further bookings at any HOST accommodation.

14.11 All visitors must adhere to the Code of Conduct included in Clause 1.7.1.

14.12 Visitors are not permitted to bring a vehicle and park at Brean Sands during their stay, unless otherwise agreed by the Team.

15. Expectations of you

15.1 You agree to keep the accommodation in the same state of repair and condition as at the commencement of the stay.

15.2 You must not:

15.2.1 Use naked flames in the rooms.

15.2.2 Smoke anywhere inside any Brean Sands buildings. This includes the smoking of e-cigarettes and vapes.

15.2.2.1 Permitted smoking areas are identified on site. Smoking outside of the designated smoking area will result in future reservations being placed in jeopardy. We operate a zero tolerance for smoking.

15.2.2.2 If we have a reason to believe that you have been smoking in your room, this will result in immediate eviction and a cleaning fee will be charged for smoking in a bedroom;

15.2.3 Bring any pets onto HOST premises, except for assistance dogs;

15.2.4 Bring any potentially dangerous or hazardous materials or equipment onto HOST premises inclusive of any weapon or potential weapon;

15.2.4.1 This includes sharps items such as knives and needles. Sharps must be stored appropriately and safely. Sharps bins must be used to dispose of used items. If used sharps items are found in the room stored incorrectly, or if they cause any damage to a team member, this will result in immediate eviction from the campus.

15.2.5 Tamper with any fire alarms or emergency equipment (this will result in immediate eviction of all guests and visitors);

15.2.6 Remove, damage or destroy any HOST Brean Sands Self-Catering Accommodation-property;

15.2.7 Use any of the technology provided by HOST to download or access any unlawful or obscene material;

15.2.8 Cause unreasonable disturbance to our other guests or any of our team members working at Brean Sands Self-Catering Accommodation;

15.2.9 Carry on or permit to be carried on any trade or business from your room or any other part of the Brean Sands Self-Catering Accommodation;

15.2.10 Register any corporate body, company, partnership or other entity or to advertise your room or any other part of the Brean Sands Self-Catering Accommodation as a place of business;

15.2.11 Install any camera or recording device (including mobile phones, tablets,

drones, etc.) In your room or on any other part of the Brean Sands Self-Catering Accommodation. The use of any personal CCTV or recording devices on any part of the Brean Sands Self-Catering Accommodation is strictly prohibited.

- 15.3 You must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any HOST Accommodation Campuses for sale either on its own or as part of a combined offer. We will not honour any reservations made in this way and we do not accept any liability for doing so. Any suspicion of this will result in the cancellation of the reservation with immediate effect and the eviction of any associated guests or visitors.
- 15.4 We reserve the right to enter your room if there are concerns around cleanliness, guest welfare or Health & Safety, regardless of whether a 'Do not Disturb' sign is displayed.
- 15.5 During your stay, there may be mandatory essential maintenance work required in your room. In these circumstances, you must allow entry to the room. We reserve the right to enter the room even if a 'Do not Disturb' sign is displayed.
- 15.6 We reserve the right to relocate you to another room at any time during your stay should this be necessary for repair or maintenance work or for any other reason at our sole discretion.
- 15.7 Any guest or visitor at the campus found to be harassing or behaving inappropriately towards Campus Team Members, or other guests/visitors, may be asked to leave the premises and have their bookings with us terminated. Additionally, they may be banned from staying at, or visiting, any other HOST properties, both now and in the future.

16. Use of your own equipment

- 16.1 You are permitted to bring electrical items to use in your apartment at your own risk.
- 16.2 All goods are your responsibility and we do not accept responsibility for any loss or damage to your equipment.
- 16.3 All goods must be in good, serviceable working order and not modified from the original manufacturer's design.
- 16.4 The use of BBQs is not permitted.
- 16.5 Any disruption or damage to the apartments through use of your own equipment will be your liability. We reserve the right to charge you for any damage caused.

17. Lost Property

- 17.1 Without prejudice to Clause 18, any lost items, items left behind at the end of your stay or which we remove in accordance with Clause 3.3.4, will be stored by us in a safe location on campus until the earlier of (i) when you are able to collect them or (ii) in the case of valuable items, three months from the date when we first contacted you to collect your belongings, or (iii) in the case of non-valuable items, one month from the date when we first contacted you to collect your belongings, or (iv) in the case of toiletries, 24 hours. For the avoidance of doubt:
- 17.1.1 Valuable items include (but are not limited to): passport, driver's licence, wallet, cash, legal documents, jewellery, traveller's cheques, watches, portable electronic devices, laptops, etc;

- 17.1.2 Non- valuable items include (but are not limited to): clothing, make-up, belts, shoes, grooming items, etc;
- 17.1.3 Consumable items including food, drink, medicines will be disposed of immediately.
- 17.2 After the time described in Clause 17.1 passes, we may deal with any uncollected items at our discretion which may include (without limitation) keeping the items, using the items, destroying them, or giving them without charge to a third party.
- 17.3 We are not liable for the safe storage of any lost or removed items in accordance with Clause 17.1, and we will have no liability to return any lost or removed items to you after the time in 17.1 passes.
- 17.4 We will use reasonable endeavours to respond to any enquiries concerning lost or removed items within one working day from receipt of the enquiry.
- 17.5 You may be asked to identify the lost or removed items so that we can ascertain that they belong to you.

18. Liability

18.1 Your liability

- 18.1.1 If you cause damage or loss of any kind to us, the Brean Sands Self-Catering Accommodation, other guests or their property, or otherwise breach any of the terms of the Contract, we reserve the right to:
- 18.1.1.1 Hold you responsible for that damage or loss and you shall be liable to pay to us on demand the amount required to make good or remedy such damage or loss;
- 18.1.1.2 Cancel your reservation with immediate effect and (if appropriate) eject you from the premises;
- 18.1.1.3 Retain all sums paid by you and/or charge you the full amount of your reservation; and/or
- 18.1.1.4 Refuse future reservations from you and/or refuse you entry or accommodation at any of the HOST Accommodation Campuses.

18.2 Our liability

- 18.2.1 We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.
- 18.2.2 We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.
- 18.2.3 Subject to all applicable laws, we are not liable for the theft of or damage to any property left in an apartment or in the car park. Guests must ensure that apartment doors and windows are securely locked at all times.
- 18.2.4 We are not liable and cannot be held responsible for the actions of other residents or any other suppliers involved in your stay.
- 18.2.5 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 18.2.6 If we breach these Terms and Conditions for reasons within our control, we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.
- 18.2.7 We shall not be liable whether in contract, tort (including negligence) or for

breach of statutory duty, or in any other way, for any indirect or consequential losses including:

- 18.2.7.1 Loss of income, sales or revenue;
- 18.2.7.2 Loss of business;
- 18.2.7.3 Business interruption;
- 18.2.7.4 Loss of profits or contracts;
- 18.2.7.5 Loss of anticipated savings;
- 18.2.7.6 Loss of data;
- 18.2.7.7 Loss of reputation and/or goodwill; or
- 18.2.7.8 Wasted management or office time.

18.3 Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

18.4 If you are a consumer under applicable laws, nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

19. Parking

19.1 Parking at the Brean Sands Self-Catering Accommodation for residents is subject to availability. Each resident may book a maximum of one car parking space subject to availability. If you are allocated a parking space, such parking space is personal to you and cannot be transferred to another person (i.e. The registration of another person's vehicle cannot be used for your reservation). For the avoidance of doubt, the vehicle for which you have made the parking reservation will only be allowed to enter the HOST Brean Sands Self-Catering Accommodation car parks if it is driven by you.

19.2 Authorised visitors may reserve a parking space for a short stay subject to availability.

19.3 Nightly charges for car parking may apply in addition to the room price.

19.4 If you want to book a parking space, you must notify us:

- 19.4.1 In person, at reception; or
- 19.4.2 By phoning 01278 559 429; or
- 19.4.3 By emailing brean@host-somerset.co.uk.

19.5 Car registration numbers must be provided to secure a space.

19.6 The parking space reservation must be for the same duration as your room reservation.

19.7 Anyone parking without the proper authorisation or payment will be asked to remove their car from campus and their room reservation might be cancelled.

19.8 We operate a reverse parking policy for vehicles using the car park. Please ensure that all vehicles in the Brean Sands Self-Catering Accommodation car park is reversed parked in the designated parking bays.

19.9 All users of the car park do so at their own risk. We accept no responsibility for accidents, damage or losses to any vehicles, bicycles or any other property.

19.10 If parking is not available instructions for alternative parking will be provided.

20. General**20.1 Your information**

20.1.1 We process information about you that you provide when making a reservation and/or upon check in at the Brean Sands Self-Catering Accommodation in accordance with our privacy policy and cookie policy which can be accessed through the link included in Clause 1.7. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

20.1.2 If there is concern for guest welfare, we reserve the right to contact their employer for assistance and guidance.

20.2 The contract

20.2.1 No other person shall have any rights to enforce any of the terms of the Contract, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

21. Applicable law

21.1 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.

21.2 You acknowledge that you (or the person making the reservation in your name):

21.2.1 Are making a reservation for accommodation as part of your trade, business or profession;

21.2.2 Are not making a reservation for personal reasons which are completely independent to your trade, business or profession,

And, as a result, you are not a consumer for the purpose of this Contract.

21.3 If you are a consumer, the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at Brean Sands Self-Catering Accommodation. We retain the right to bring proceedings against you for breach of the Contract in your country of residence or any other relevant country. If you are a resident of Northern Ireland, you may bring proceedings in Northern Ireland, and if you are resident of Scotland, you may bring proceedings in Scotland.

21.4 If you are not a consumer, you agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at Brean Sands Self-Catering Accommodation.

22. General provisions

22.1 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.

22.2 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.

22.3 All rights not expressly granted in these Terms and Conditions are reserved.

23. Contact Us

23.1 If you require further information or have any questions regarding our website,

these Terms and Conditions or other documents forming the Contract, then please email info@host-somerset.co.uk or telephone us on 01278 559429.

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