

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.
 - 1.1.1 HOST Brean Sands Self-Catering Accommodation provides temporary accommodation for individuals working on or in connection with the HPC project. The accommodation must not be used as a guest's sole, primary or permanent residence.
- 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, 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 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 the booking no longer meets the conditions under which the original rate was agreed, we reserve the right to amend the rate applicable to your stay. Such adjustment may apply to all nights already occupied and any booked nights up to the termination date.

3. Individual Reservations

3.1 Making a reservation:

- 3.1.1 Reservations for HOST Brean Sands Self-Catering Accommodation cannot be made online and must be requested:
- 3.1.1.1 By phoning 01278 559 429; or
- 3.1.1.2 By emailing brean@host-somerset.co.uk
- 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, instead you will need to provide your induction date).
- 3.1.3 In accordance with Clause 1.1.1, all guests are required to have a separate permanent residential address and must provide satisfactory evidence of such address upon request. Confirmation of a permanent residential address is a mandatory requirement for making a reservation at HOST Brean Sands Self-Catering Accommodation.
- 3.1.4 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).
- 3.1.5 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.

- 3.1.6 Each reservation must be made for at least four nights.
- 3.1.7 When making a reservation, you may submit your location requests and preferences:
- 3.1.7.1 By phoning 01278 559 429; or
- 3.1.7.2 By emailing brean@host-somerset.co.uk.
However, location requests and preferences are subject to availability at all times.
- 3.1.8 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.
- 3.1.9 If you are an agent and wish to book rooms at the HOST Brean Sands Self-Catering Accommodation, you should contact the team directly:
- 3.1.9.1 In person, at the HOST Brean Sands Self-Catering Office; or
- 3.1.9.2 By phoning 01278 559 429; or
- 3.1.9.3 By emailing brean@host-somerset.co.uk.
- 3.2 **Rates and reservation terms:**
- 3.2.1 Certain rates and booking categories, as determined by the Company from time to time, require full payment at the time of the reservation.
- 3.2.2 Rates are confirmed at the time of booking and will be detailed within your reservation confirmation. All rates remain subject to Clause 2.2 of these Terms and Conditions, and any agreed rate applies only in accordance with the provisions of that clause.
- 3.2.3 Reservations may be made for an extended stay; however, bookings are confirmed on a 21-day rolling basis. To secure your accommodation, regular payments must be made at intervals not exceeding 21 days. Any future dated reservations remain subject to ongoing payment, availability and compliance with these terms and do not constitute a guarantee of permanent or continuous occupancy. You must liaise with the Reservations Team to make this arrangement:
- 3.2.4 In person, at the HOST Brean Sands Self-Catering Accommodation; or
- 3.2.4.1 By phoning 01278 559 429; or
- 3.2.4.2 By emailing brean@host-somerset.co.uk.
- 3.2.5 Reservations made for an extended stay 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.
- 3.2.6 You may add credit on your account for your reservation:
- 3.2.6.1 Through the [Guest Portal](#) on the website; or

3.2.6.2 By phoning 01278 559 429.

3.2.7 If your reservation has been shortened in accordance with Clause 3.2.5 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.

3.2.8 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.

3.3 Special circumstances:

3.3.1 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.

3.3.2 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:

3.3.2.1 Phoning 01278 559 429; or

3.3.2.2 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. HOST reserves the right to determine whether a reservation is treated as a Group Reservation.

4.1.2 Rooms will not be held, reserved or guaranteed until:

4.1.2.1 A Group Reservation Agreement has been issued;

4.1.2.2 The agreement has been signed by the Lead Booker; and

4.1.2.3 The signed agreement has been returned to HOST

4.1.3 HOST reserves the right to release any rooms not covered by a signed agreement without notice.

4.1.4 All reservation requests must be emailed to brean@host-somerset.co.uk.

4.1.5 HOST may provide a Group Booking Form for completion by the Lead Booker. The Group Booking Form should be used to communicate guest information, reservation requirements, arrival and departure dates, and any other information required by HOST. The Lead Booker remains responsible for ensuring that all information provided to HOST is accurate, complete and submitted within the required timescales.

4.1.6 The Lead Booker is responsible for ensuring all guest names, arrival and departure dates, and other identification information is accurate and provided within the required timescales. HOST is not responsible for requesting and obtaining guest information from the Lead Booker.

4.1.6.1 Any charges incurred as a result of missing or late information remain the responsibility of the Lead Booker.

- 4.1.7 A Group reservation must be booked against an approved company ledger account, or paid in full by the company.
- 4.1.7.1 Where individual guests wish to pay for their own accommodation, or the company requests that guests pay individually, the reservation shall not be treated as a Group Reservation and shall instead be subject to the Individual Reservation terms set out in Clause 3.
- 4.1.8 Groups reservations are intended for extended accommodation only and remain subject to availability.
- 4.1.9 HOST may permit rooms to be reserved under the Lead Booker name as a temporary placeholder pending allocation to the intended guest. A confirmed guest profile must be supplied no later than 72 hours prior to arrival before 14:00.
- 4.1.10 Once a reservation has commenced, rooms must not remain under the Lead Booker name unless the Lead Booker is the guest occupying the room, or the room remains under the Lead Booker name as a result of a cancellation where cancellation charges have been applied set out in Clause 6 and Clause 9.2.
- 4.1.10.1 Where a confirmed guest profile is not provided at least 72 hours prior to arrival, HOST reserves the right to treat the room as cancelled and apply the relevant cancellation charges. Accurate guest details remain the responsibility of the Lead Booker.
- 4.1.11 The guest profile assigned to each room must remain unchanged throughout the reservation. Guest details must be provided by the Lead Booker no later than 72 hours prior to arrival. Where a guest profile is changed, HOST will treat this as:
- 4.1.11.1 A cancellation of the original reservation; and
- 4.1.11.2 A request for a new reservation
- 4.1.12 Any replacement reservation set out in Clause 4.1.10 shall be subject to availability and rate changes. If no availability exists, HOST shall not be required to provide alternative accommodation.
- 4.1.13 Any request for additional rooms beyond the agreed contract allocation must be submitted as a formal written request and approved by the Front Office Manager and General Manager for the Campus, or an agreed designate. Approval is not guaranteed until confirmed in writing.
- 4.1.14 HOST reserves the right to refuse Group reservation requests where previous reservations have resulted in repeated cancellations or amendments resulting in loss of revenue, non-arrivals or vacant rooms resulting in lack of room utilisation non-payment or breaches of these Terms and Conditions.

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, or 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 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 your reservation for any reason such that it no longer meets the conditions under which the original rate was agreed, we reserve the right to amend the rate applicable to your stay. Any revised rate may be applied to all nights booked, including nights already occupied under the original 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 10:00 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. For the avoidance of doubt, Clause 9.2 applies independently from this Clause 6.
- 6.2 All amendment requests must be submitted by the Lead Booker, or an agreed designate.
- 6.3 In the event that you need to amend the reservation, please contact us by:
- 6.3.1 Emailing or phoning:
brean@host-somerset.co.uk / 01278 559 429.
- 6.4 Guest details must be provided no later than 72 hours prior to arrival before 14:00. Any request to replace a guest profile after this point will be treated as a cancellation of the original reservation and a request for a new reservation. The new reservation will be subject to availability and HOST shall have no obligation to provide alternative accommodation in the event of full occupancy. Cancellation charges may apply in accordance with Clause 9.2.
- 6.5 Any extension of an existing reservation is subject to room availability at the time the request is made.
- 6.6 Where a guest has checked in under a Group Reservation and the Company requests an earlier departure date, HOST must receive at least 24 hours' notice prior to 10:00 on the day before the revised departure date. Where less notice is provided, HOST reserves the right to charge up to 3 nights' accommodation per amended room, or the remaining value of the reservation if lower.
- 6.7 When shortening a reservation, the revised reservation must continue to meet the minimum stay requirement of 4 consecutive nights.
- 6.8 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.
- 6.9 If you shorten your reservation for any reason such that it no longer meets the conditions under which the original rate was agreed, we reserve the right to

amend the rate applicable to your stay. Any revised rate may be applied to all nights booked, including nights already occupied under the original rate.

6.10 Requests to amend or extend reservations may be considered provided:

- 6.10.1 The request is received at least 72 hours prior to arrival, before 14:00;
- 6.10.2 The total room allocation does not exceed the number of rooms agreed in the Group Reservation Agreement; and
- 6.10.3 Accommodation availability permits the amendment
Approval remains at HOST's sole discretion.

6.11 For group reservations which are amended or where the names are changed such that the reservation is considered cancelled the following charges apply:

- 6.11.1 If you inform us of a name change less than 72 hours prior to the arrival date after 14:00, a charge equivalent to three nights' accommodation per room will apply.
- 6.11.2 If you inform us of a name change 72 hours or more prior to the arrival date before 14:00, no charge will apply.
- 6.11.3 If you inform us of the amended stay less than 7 days prior to the arrival date after 14:00, a charge equivalent to three nights' accommodation per affected room will apply 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);
- 6.11.4 If you inform us of the amended stay 7 days or more prior to the arrival date before 14:00, no cancellation charge will apply and any amounts already paid for the cancelled dates will be refunded in accordance with these Terms and Conditions (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 and paid in full.
- 7.2 Rooms are priced as per room per night and include the room only.
- 7.3 The rates applicable to your reservation may be amended if you modify your reservation in a way that means the original rate is no longer applicable, 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 reservation

- 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 and you are extending your stay, you may pay with credit/debit card at the Reservations Office. Cash will be accepted at Hinkley or Sedgemoor Campus Receptions only.
- 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, 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.
- 9.2.2 In the event that you need to cancel the reservation, please contact us on brean@host-somerset.co.uk.
- 9.2.3 Cancellation of all or part of the group reservation must be submitted by the Lead Booker, or agreed designate.
- 9.2.4 For the avoidance of doubt, a request to shorten a reservation after the guest has checked in shall be treated as an amendment and not a cancellation.
- 9.2.5 For group reservations which are cancelled the following cancellation charges apply. If you cancel the group reservation:
- 9.2.5.1 With less than 7 days prior to the arrival date after 14:00, 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).

9.2.5.2 With 7 days or more prior to the arrival date before 14:00, a full refund of any amounts already paid will be issued in accordance with these Terms and Conditions.

9.2.6 For amendments and name changes to the reservation, Clause 6 will apply.

9.2.7 HOST shall not be responsible for obtaining guest updates or identifying changes to booking requirements. It is the responsibility of the Lead Booker to notify HOST of all amendments, cancellation and name changes within the required timescales.

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. Non-Arrival

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. Any additional nights paid will be refunded to the original payment method if we have received no contact from you to keep the reservation open.

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 days 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 **Error! Reference source not found..**

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 reception@breanvillage.co.uk. Please click [here](#) to view our Brean Visitor & Family policy.

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;
 - 15.2.3.1 Assistance dogs must remain under the control of their owner at all times and must not be left unattended anywhere on HOST premises.
 - 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 Drive recklessly or fail to comply with traffic management rules, including posted speed limits. Where no speed limit is displayed, a maximum speed limit of 5MPH applies on Brean Sands Self-Catering Accommodation. Failure to comply may result in disciplinary action, removal of vehicle access privileges, or eviction.
- 15.2.10 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;
- 15.2.11 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;
- 15.2.12 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 Failure to adhere to any of the above items in Clause 15.2 may result in you being evicted from HOST Accommodation Campuses and charges may apply for additional cleaning where applicable.
- 15.4 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.
- 15.5 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.
- 15.6 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.

- 15.7 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.
- 15.8 Room allocations are made at the Company's discretion and may be changed from time to time; no guest is guaranteed occupancy of any particular room for the duration of their stay.
- 15.9 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 are 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 3.2.7, 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 are reversed parked in the designated parking bays.
- 19.9 All drivers must comply with posted speed limits and traffic management requirements whilst on HOST premises. Vehicle movements may be monitored, and breaches may result in parking privileges being withdrawn, restrictions on Campus access, or other action in accordance with the HPC Code of Conduct.
- 19.10 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.
- 19.11 If parking is not available instructions for alternative parking will be provided.

- 19.12 Charging of electric vehicles (EVs), including hybrid vehicles, from apartment power supplies, external sockets, extension leads or any other electrical outlet on site is strictly prohibited. .

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 your 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.