

Hotel Booking Terms and Conditions

Background

- (A) In these terms and conditions (the “terms”), the Hotel will mean Conference Aston Hotel and the Guest will mean the person making the Booking.
- (B) The Guest should read these terms carefully before making a Booking with the Hotel. These terms provide information on the Hotel, how the Booking may change or be ended, what the Guest should do if there is a problem, and other important information.

1. Definitions

In these terms, the following expressions will have the following meanings unless the context otherwise requires:

“Applicable Laws”	means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to these terms;
“Booking”	means a room booking at the Hotel;
“Data Protection Laws”	means the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 as retained in UK law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (“the UK GDPR”), as amended, replaced or superseded from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
“Date of Arrival”	means the date on which the Guest will arrive at the Hotel;
“Date of Departure”	means the date on which the Guest will depart from the Hotel; and
“Force Majeure”	means in relation to any circumstances beyond the reasonable control of a party including any strike, lock-out, or other form of industrial action, war, riot, civil commotion, malicious damage, pandemic or epidemic, compliance with any law or governmental order, rule, regulation or directions, accident, breakdown of plant or machinery, fire, flood, storm or act of God.

2. Contacting the Hotel

- 2.1 Guests may contact the Hotel by email at reservations@conferenceaston.co.uk, by telephoning on 0121 204 4300 or by writing to the Hotel at:

Conference Aston
Aston Triangle
Birmingham

B4 7ET
United Kingdom

- 2.2 The Hotel, should it be required to do so, will contact Guests by telephone or by writing to Guests at the email address or postal address provided.

3. The Booking

- 3.1 The Guest's Booking will be confirmed on receipt of a confirmation issued by the relevant online travel agent, or, in the instance where the Guest Booking is made directly with the Hotel, acceptance of the Guest's Booking will take place when the Hotel sends an email confirming acceptance at which point a contract will come into existence.
- 3.2 If the Hotel is unable to accept a Booking, Guests will be advised of this via email or telephone call in which case, the Guest will not be charged for the Booking.
- 3.3 The Hotel may not be able to accept the Booking because of insufficient availability, unexpected limits on the Hotel's resources which cannot be reasonably planned for, or a pricing or product description error, or because there is insufficient time to accept full payment of the Booking prior to the Guest's arrival by the Guest's chosen payment method.
- 3.4 In the event that the Guest is provided with a reference, this reference should be quoted when contacting the Hotel in respect of the Booking, at all times.
- 3.5 Upon arrival, the Hotel may request the Guest's Booking Reference, name, nationality, address, email address, telephone number or payment details to verify the booking.
- 3.6 Hotel Bookings exclude car parking. Guests must pre-book car parking separately to any reservation. Car parking, if required, must be pre-booked on the Hotel website prior to arrival, charges apply.
- 3.7 Any leisure, pool and gym facilities advertised within the Hotel description are provided at the nearby Aston University Woodcock Sports Centre and are not a condition of Booking and remain subject to availability at all times.
- 3.7.1 Leisure, pool and gym facilities are subject to closure during all major UK bank holidays; the period between Christmas eve and the first working day following the New Year's Day bank holiday; and University Bank Holidays as stipulated by Aston University applicable, but not limited to:
- 3.7.1.1 Easter Tuesday
- 3.7.1.2 The Tuesday following the August Bank Holiday
- 3.8 The Guest will notify the Hotel of any accessibility or mobility requirements that are required. The Hotel will accommodate for such mobility requirements in accordance with all Applicable Laws. The Hotel facilities include four wheelchair friendly bedrooms, subject to availability, further details can be obtained directly from the Hotel.
- 3.9 The Guest must notify the Hotel of any relevant dietary requirements or allergens, prior to their Date of Arrival.

- 3.9.1 Where applicable, the hotel will make provisions for dietary requirements and allergens in line with applicable laws and regulations. Requirements outside of these will be at the Hotel's discretion and cannot be guaranteed.
- 3.9.2 Due to the transient nature of the Hotel facilities, the Hotel cannot guarantee any area of the property to be a completely allergen-free environment. Guests with severe or airborne allergens are therefore requested to consider this prior to proceeding with the Booking.

4. The Hotel

- 4.1 The images the Hotel uses for its accommodation are for illustrative purposes only. The Hotel makes every effort to be as accurate as possible. Accommodation may vary slightly from the images used by the Hotel. The accommodation that Guests are allocated may not be the one shown on its website.
- 4.2 Guests must be aged 18 or over to book with the Hotel. The Hotel will not accept a Booking from any Guest under the age of 18. Any Guest under the age of 18 must be accompanied by an adult. The Hotel may require photo identification (driving licence or passport) as proof of age. In the event that this cannot be provided, the Hotel may cancel the Booking.
- 4.3 For any multi-room or group Booking, there must be one adult per every ten minors. Bookings where this ratio is not met, may be cancelled by the Hotel.
- 4.4 Guests who are not British, Irish or nationals of Commonwealth nations will be asked to provide the Hotel with their passport number and place of issue (or other document which shows their identity and nationality), and details of the Guest's next destination (including the address, if known) on or before departure. These records will be kept for at least 12 months and may be disclosed in accordance with Applicable Laws.
- 4.5 The Hotel does not accept cash payments. Contactless and credit card payments are accepted at the Hotel Reception, Hotel Bar and Hotel Restaurant. Visa, Mastercard and American Express are accepted across the Hotel.
- 4.6 In the event a Guest wishes to enable their bedroom account for use in Hotel facilities, a valid payment method must be registered at the Hotel Reception. A pre-authorisation account check will be processed when registering the payment method.
- 4.7 The Hotel is a non-smoking property. Designated smoking areas are provided at the front of the Hotel, outside the building. Smoking is prohibited in all internal areas of the Hotel and the central courtyard area. In the event of evidence of Guests smoking within the Hotel, a cleaning charge of £100.00 including VAT will apply.
- 4.8 The tampering or interference with any fire detection or prevention equipment is prohibited. The Hotel reserves the right to charge Guests found to have tampered or interfered with any fire detection equipment for costs incurred to reset, test and, as necessary, fix fire detection or prevention equipment. Where a Guest is found to have tampered with fire detection or prevention equipment, the Hotel reserves the right to invoke clause 10.5 of these Hotel Booking Terms and Conditions.
- 4.9 The Hotel reserves the right to charge the Guest in full for any damage or destruction of property which belongs to or is leased by the Hotel and for any

unusual cleaning bills as a result of the activities of the Guest or any member of its party.

- 4.10 No animals are permitted within the Hotel, except in the case of assistance dogs.
- 4.11 The Hotel operates a conference, meeting and event centre onsite and as such may host weddings, events and parties. Guests are directed to contact the Hotel for further information.

5. Amendments to Bookings

- 5.1 Should the Guest wish to make a change to a Booking, the Hotel requests that it is contacted as soon as possible. If the change is possible, the Hotel will advise the Guest of any changes in price as a result of the requested amendment. Any additional fees or cancellation fees applicable will be charged in accordance with the terms and conditions of the Booking.
- 5.2 If the Hotel is unable to make the change, clause 10 will apply.
- 5.3 The Hotel reserves the right to allocate an alternative room type of equivalent or higher standard without prior notice. This does not apply to Bookings allocated to Accessible Room Types.
- 5.4 The Hotel reserves the right to make minor changes to the Booking. The Hotel may change the Booking in order to:
 - 5.4.1 reflect changes in relevant laws and regulatory requirements (the inclusion or removal of certain items under health and safety regulations); or
 - 5.4.2 implement minor technical adjustments and improvements, for example to address a security threat or carry out essential maintenance. Every effort will be made to ensure the Hotel minimises the effect of these adjustments.

6. Providing accommodation

- 6.1 The Guest will receive a confirmation email from the Hotel, or relevant online travel agent, specifying the dates of the Booking.
- 6.2 Check In and Check Out times applicable to the Booking:
 - 6.2.1 Guests may check in after 14:00 hours on the Date Of Arrival.
 - 6.2.2 Check out is before 11:00 hours on the Date Of Departure.
 - 6.2.3 Late check out is before 13:00 hours on the Date Of Departure and must be pre-booked with the Hotel reception no later than 9am on the Date of Departure. Late check out is subject to availability and incurs an additional fee.
 - 6.2.4 The Hotel reserves the right to charge one additional nights' stay in the event of a late check out beyond 13:00 hours. This charge will be based on the prices applicable to the date of check out.

- 6.3 The Hotel's rooms are designed for the following maximum number of Guests:
- 6.3.1 city single bedroom: 1 Guest;
 - 6.3.2 city double bedroom: 2 Guests;
 - 6.3.3 executive city double bedroom: 2 Guests;
 - 6.3.4 executive accessible double bedroom: 2 Guests;
 - 6.3.5 city twin bedroom: 2 Guests;
 - 6.3.6 executive city twin bedroom: 2 Guests;
 - 6.3.7 executive accessible twin bedroom: 2 Guests; and
 - 6.3.8 city suites: limited to availability for up to 4 Guests.
- 6.4 Cots and extra beds are available. However, these are limited, require pre-booking and subject to availability. Guests must check with the Hotel at the time of Booking.
- 6.5 Visitors of Guests are considered a member of the Guest's Party during the Booking. Visitors are permitted on the premises. The Hotel requests that all visitors sign in at reception. Visitors must depart by 23:00 hours. Visitors are not permitted to stay overnight in any of the accommodation. Guests must comply with clause 6.2.
- 6.6 In the event a Guest places a "Do Not Disturb" sign on the exterior of their room for more than 24 hours, the Hotel reserves the right to undertake a welfare check with the Guest.
- 6.7 The Hotel reserves the right to enter the Guest's Bedroom without their permission in the following circumstances:
- 6.7.1 In an emergency;
 - 6.7.2 There is a concern for the health and safety and/or welfare of resident Guests;
 - 6.7.3 In the event of a disturbance;
 - 6.7.4 To clean or perform maintenance;
 - 6.7.5 In the event the Hotel suspects the Guests to be engaging in illegal activity;
 - 6.7.6 If requested by law enforcement or other emergency service; or
 - 6.7.7 for any other reasonable purpose.
- Any decision to enter a Guest Bedroom will be made and carried out in accordance with the Hotel's internal policies and procedures.
- 6.8 Guests must report any lost property to the Hotel as soon as possible, by emailing reservations@conferenceaston.co.uk. Any property left behind following the Date of Departure will be retained for One Month. After this time, unclaimed property will be disposed of or donated to a charity of the Hotel's choosing.

7. Outstanding payments

All outstanding charges must be settled on the Date of Departure. If an outstanding balance is not settled, Guests will be requested to make payment with the card used to pay for the Booking.

8. Payments and Refunds

8.1 Bookings where payment was not made in full at the time of booking require payment on arrival at the Hotel.

8.2 Payment must be made in line with the terms of your booking unless agreed in writing by the Hotel, prior to the Date of Arrival.

8.3 Any due refunds will only be made to the original method of payment.

8.4 The Hotel operates in GBP, the nominated currency of the United Kingdom.

8.5 Payment may be made by credit/debit card (Visa, Mastercard, American Express). Apple pay or Google pay may also be used for Bookings made online and paid for at the time of booking or for payment on arrival, provided this feature is enabled on your Booking method. The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques or business cheques.

9. Data Protection

9.1 The Hotel deals with all personal information provided by Guests in accordance with the relevant Data Protection Laws.

9.2 The Hotel will use the personal data of Guests in order to:

9.2.1 supply the accommodation to Guests;

9.2.2 undertake communications to the Guest, relevant to the Booking; and

9.2.3 process the payment for the Booking.

9.3 The Hotel will only provide personal data to a third party where Applicable Laws allow it, or require it to do so.

10. Liability

10.1 The Hotel accepts no responsibility and excludes liability for death and personal injury suffered by the Guest unless caused by the negligence of the Hotel or its employees or agents.

10.2 The Hotel accepts no responsibility and excludes liability for loss or theft of personal property unless caused by the negligence of the Hotel or its employees or agents.

10.3 Guests should ensure that adequate personal insurance cover is in place for the duration of their stay in the Hotel.

11. Cancellation

11.1 Guests may cancel the Booking in any of the following instances:

- 11.1.1 the Hotel has advised of an upcoming change to the Booking or these terms, to which the Guest does not agree; or
 - 11.1.2 the Hotel has advised the Guest of an error in the price or description of the Booking and the Guest does not wish to proceed; or
 - 11.1.3 there is a risk that the supply of the Booking may be significantly delayed due to events outside the Hotel's control; or
 - 11.1.4 the Hotel suspends the supply of the Booking for technical reasons in which case the Guest will receive a full refund.
- 11.2 Cancellations should be emailed to reservations@conferenceaston.co.uk.
- 11.3 Cancellation Charges are based on the Booking type:
- 11.3.1 Guest Bookings where the flexible cancellation terms apply may cancel at any time up to 14:00 on the day prior to arrival without charge. If Guests wish to cancel the booking after this time, no refund will be provided.
 - 11.3.2 Guest Bookings where the advance purchase or book early and save cancellation terms apply will be charged the full cost of the Booking if cancelled at any time.
- 11.4 The Hotel reserves the right to relocate or cancel the Booking in the event of Force Majeure, full or partial Hotel closure, Property Management System error or an event beyond the control of the Hotel that affects our ability to honour your Booking. In the event of a cancellation case, the Guest will receive a full refund. In the event that the Hotel is able to relocate the Booking to another hotel of similar size and standard, the Guest will be offered this option at no extra cost. Guests acknowledge that the Hotel accepts no liability for any loss or damage suffered by or caused to Guests in the consequence of relocation.
- 11.5 The Hotel may cancel the Booking if the Guest does not make payment when it is due or on the Date of Arrival.
- 11.6 The Hotel reserves the right to cancel the Booking if the Guest and any member of its party, behaves in a manner that warrants removal from the premises. Such reasons for this include, but are not limited to:
- 11.6.1 persistent noise that is deemed excessive by the Hotel;
 - 11.6.2 equipment breakages;
 - 11.6.3 theft or vandalism;
 - 11.6.4 damaging or tampering with fire detection or fire safety equipment; or
 - 11.6.5 failure to abide by these terms.
- 11.7 Should the Hotel cancel the Booking due to any reason in clause 10.5, the Guest will not receive a refund.

11.8 The Hotel may withdraw the Booking and advise the Guest before 14:00 hours on the day prior to the Date of Arrival. The Hotel will refund any sums that have been paid in advance for the Booking.

12. The Hotel's Expectations of You (and your party)

12.1 Guests and their party are to use the Hotel's accommodation for the purpose in which it is intended.

12.2 All Guests and staff at the hotel are to be treated with dignity and respect. Threatening, intimidating, violent, discriminatory, prejudicial or offensive behaviour will not be tolerated. The Hotel reserves the right to investigate any allegations and where necessary, inform the police. Guests and any members of its party will be asked to leave the Hotel in such circumstances.

12.3 The Hotel reserves the right to exclude any Guest and members of its party where the Hotel reasonably considers such persons be objectionable. In such instances, the Hotel may cancel the booking without refund.

12.4 Guests must obtain the Hotel's prior written approval if they wish to attach any items to the walls, floors or ceiling of the Hotel.

12.5 The luggage room is only available to Guests and is subject to availability. The luggage room is not to be used for storage for anyone other than Guests. The Hotel expects that Guests will collect their belongings from the luggage room when checking out from the Hotel.

12.6 Any complaint by a Guest must be made in writing to the Hotel as specified under Clause 2.1.

12.7 In the event of a fire alarm, Guests should follow instructions provided within the Hotel and follow the directions of Hotel staff, evacuate the Hotel immediately and report to the evacuation point to which they are directed.

12.8 Fire exits and fire-related equipment must be kept clear and visible at all times.

12.9 Guests and members of its party are under a duty of care to report to the Hotel any situation during the booking they believe to be potentially hazardous. In the context of fire prevention, this may be something which could lead to an outbreak of fire (e.g. Unsafe storage of flammable materials) or something which would hinder the safe evacuation of the premises in the event of a fire (e.g. Obstruction of fire escapes).

12.10 Guests and any members of its party must comply with the Hotel's health and safety policies available at the Hotel website.

12.11 Guests or any member of their party are not permitted to bring into the Hotel any item that has the potential to endanger others (e.g. Hazardous equipment). The Hotel reserves the right to check any equipment and refuse its use if deemed unsuitable or unsafe.

12.12 Guests are not to use any part of the Hotel for any activities which could reasonably be considered dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the Hotel, other Guests or any neighbouring property.

- 12.13 Guests should not access any areas of the Hotel other than their allocated Hotel bedroom and Hotel facilities providing services for the Booking.
- 12.14 If Guests require any items to be delivered to the Hotel prior to the Date Of Arrival, arrangements must be made with the Hotel in advance. The Hotel will use all reasonable endeavours for the safekeeping of such items which will nevertheless remain at the owner's risk and the Hotel will not be responsible for any loss theft or damage unless caused by the Hotel or one of its employees or agents.
- 12.15 The Hotel may, at its sole discretion, assist the Guest, where reasonably possible, with the storage of equipment. Should the Hotel permit any equipment to be stored, such equipment shall be entirely at the Guest's own risk and the Hotel accepts no liability for any loss or damage to any items in storage on the premises unless caused by the Hotel or one of its employees or agents.
- 12.16 Guests should not use any technology provided by the Hotel to download or access any unlawful or obscene material; or cause unreasonable disturbance to other Guests or Hotel staff.
- 12.17 Guests must adhere to the Terms and Conditions applicable to the use of the Hotel WiFi service. WiFi is not available to Guests under 18.

13. General Provisions

- 13.1 If any provision of these terms are held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part will to that extent be severed from these terms and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of these terms which will remain in full force and effect.
- 13.2 If the Hotel does not insist immediately that a Guest is required to do something under these terms, or if the Hotel delays in taking steps in respect of breaking the contract, this will not prevent the Hotel from taking steps against the Guest at a later date.
- 13.3 These terms are between the Guest making the Booking and the Hotel. No other person shall have any rights to enforce any of its terms.

14. Governing Law

These terms and conditions are governed by English Law and the Guest submits to the exclusive jurisdiction of the English courts.