



CORNWALL PLUS LIMITED

Online Accommodation Terms and Conditions

1st February 2016

Updated 6 December 2016

CONTENTS

CLAUSE

1.	These terms.....	1
2.	Information about us and how to contact us.....	1
3.	Our contract with you.....	1
4.	Our products.....	2
5.	Your rights to make changes.....	2
6.	Our rights to make changes.....	2
7.	Providing the accommodation.....	3
8.	Your rights to end the contract.....	5
9.	How to end the contract with us (including if you have changed your mind).....	6
10.	Our rights to end the contract.....	7
11.	If there is a problem with the product.....	7
12.	Price and payment.....	7
13.	Our responsibility for loss or damage suffered by you.....	9
14.	How we may use your personal information.....	9
15.	Other important terms.....	9

SCHEDULE

SCHEDULE 1: MODEL CANCELLATION FORM	11
SCHEDULE 2: CODE OF CONDUCT	12

1. **THESE TERMS**

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply accommodation to you.

Why you should read them. Please read these terms carefully before you submit your accommodation booking to us. These terms tell you who we are, how we will provide accommodation to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or they require any changes, please contact us to discuss further.

2. **INFORMATION ABOUT US AND HOW TO CONTACT US.**

- 2.1 **Who we are.** We are Cornwall Plus Limited a trading subsidiary of Falmouth Exeter Plus Limited, an exempt charity, established by Falmouth University and the University of Exeter to deliver their shared higher education services in Cornwall. The Cornwall Plus Limited VAT number is **840218456**. Our company registration number is **08058424** and our registered address is at:

The Penryn Campus
Treliever Road, Penryn
Cornwall TR10 9FE.

- 2.2 **How to contact us.** You can contact us by email to booking@fxplus.ac.uk, by telephoning our Lettings Team on **01326 370421** or by writing to us at:

The Lettings Team,
Campus & Commercial Events,
Cornwall Plus,
The Penryn Campus,
Penryn, Cornwall TR10 9FE

- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.

- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **OUR CONTRACT WITH YOU**

- 3.1 **How we will accept your accommodation booking.** Our acceptance of your accommodation booking will take place when we email you a booking contract, at which point a contract comes into existence between you and us.

- 3.2 **If we cannot accept your accommodation booking.** If we are unable to accept your booking, we will inform you by email and will not charge you for the booking. This may be because of insufficient availability, unexpected limits on our resources which we could not reasonably plan for, a pricing or product description error or because there is insufficient time to accept full payment of your booking prior to your arrival by your chosen payment method.
- 3.3 **Your booking reference.** We will assign a booking reference to your accommodation and tell you what it is when we accept your booking. Please quote the booking reference whenever you contact us about your booking.

4. **OUR PRODUCTS**

- 4.1 **Our accommodation.** Our bedrooms and flats may vary slightly from their pictures. The images of our accommodation on our website are for illustrative purposes only, and although we have made every effort to be as accurate as possible, the accommodation allocated will not necessarily be the one shown on the website.
- 4.2 **Under 18s.** We will not accept a booking from any guest who is under the age of 18 years. All groups of under 18s must be accompanied by a responsible adult or be part of a family group.
- 4.3 **Special Offers.** Many of our special offers cannot be amended or cancelled. This is made clear at the time of booking. Please ensure that you read the detailed conditions of these advertised offers before booking to see whether the product chosen can be amended or cancelled.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to your booking, please contact us. We will let you know whether the change is possible. If it is possible we will let you know about any changes to the price as a result of your requested change and ask you to confirm whether you wish to accept any additional charges and go ahead with the change.

6. **OUR RIGHTS TO MAKE CHANGES**

- 6.1 **Minor changes to the accommodation.** We may change the accommodation:
- To reflect changes in relevant laws and regulatory requirements (the inclusion or removal of certain items under health and safety regulations).
 - To implement minor technical adjustments and improvements, for example to address a security threat or carrying out essential

maintenance, and every effort will be made to ensure that we minimise the effect of these adjustments on the enjoyment of your stay.

7. PROVIDING THE ACCOMMODATION

7.1 **Purchase price.** The price of our accommodation is subject to change throughout the summer with the prevailing price displayed on our website.

7.2 **When we will provide the accommodation.** Your booking confirmation email will specify the dates of your booking. Your bedroom will be available to you from 16:00 hours on your date of arrival until 10:00 hours on your date of departure. If you request an early check in, we will accommodate this, subject to availability. However, late check outs will not be possible and failure to check out at the designated time will result in a charge of an additional night's stay.

7.3 **We are not responsible for delays outside our control.** If our supply of your accommodation is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay in supply. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay (guests being unable to check in within an hour of the stated check in time) you may contact us to end the contract and receive a refund for any accommodation bookings you have paid for but not received.

Should Cornwall Plus become aware, or have reasonable grounds for suspicion, that a guest has contracted a contagious disease which has the potential to infect a large number of people quickly, they and their party will be required to leave site. If this is not possible, then restrictions will be placed upon their activities and movements to prevent the disease being transmitted to other guests. A refund will not be provided in such circumstances.

7.4 **Your legal rights if we are unable to supply your accommodation.** You have legal rights if we fail to supply your accommodation on time. If this occurs, then you may treat the contract as at an end straight away if:

- We have refused to deliver the accommodation
- Delivery of booking was essential (considering all relevant circumstances)

7.5 **Your responsibilities during your stay and our liability.** During your stay with us, you are responsible for ensuring the accommodation is kept clean and fire exits are not blocked. Our bedrooms and studios are designed for a maximum of two guests and our flats are designed for a maximum of 4 guests and no other guests should stay overnight in any of our accommodation as this is a breach of our fire safety regulations. To do so would be at your own

risk. We are responsible for the maintenance and upkeep of the property to meet the relevant health and safety legislation.

You are also responsible for ensuring that you and other members of your party (meaning anyone that you have booked accommodation for) follow our **Code of Conduct**, which forms **Schedule 2** to these terms. Please see Schedule 2, appended to these terms for our full Code of Conduct.

You should ensure that adequate personal insurance cover is in place for the duration of your stay in our accommodation. We cannot accept liability for any loss, injury or damage suffered by any Guest unless one of the following applies:

- There was wilful default by Cornwall Plus, its employees or agents
- Death or personal injury was caused by the negligence of Cornwall Plus, its employees or agents.

7.6 What will happen if you do not give us the required information. To process your booking, we require information from you: Name, address, email, telephone number, accommodation type, dates of stay and payment card details for full advance payment. If any information is missing, we will be unable to process your booking and will contact you by email or telephone to ask for this information. If you do not give us this within a reasonable timeframe, or give incomplete or incorrect information, we will end the contract (**clause 10.2 will apply**). We will not be responsible for supplying the accommodation late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable timeframe.

7.7 Reasons we may be unable to provide accommodation to you. We may have to suspend the supply of our accommodation to:

- Deal with technical problems or make minor technical changes
- Update the accommodation to reflect changes in relevant laws and regulatory requirements

7.8 Your rights if we are unable to provide accommodation or the partial supply of accommodation. We will contact you in advance to tell you we will be suspending the supply or partial supply of accommodation, unless the problem is urgent or an emergency. If we have to suspend the supply or partial supply of our accommodation we will offer you a full or partial refund. You may contact us to end the contract if we suspend or partially suspend it, or tell you we are going to suspend, or partially suspend it and we will refund any sums you have paid in advance for the accommodation, providing you contact us within 14 days of notification of suspension or partial suspension.

7.9 **We will not provide accommodation if you do not pay.** If you do not pay the accommodation booking in advance of your stay (**see clause 12.4**) and you still do not make payment on arrival at Glasney Lodge, we will not provide any accommodation until you have paid us the outstanding amount.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 **You can always end your contract with us.** Your rights on ending the contract will depend on whether there is anything wrong, how we are performing and when you decide to end the contract:

- If what you have bought is faulty or misdescribed you may have a legal right to end the contract or request a replacement bedroom or to get some or all of your money back.
- If you want to end the contract because of something we have done or have told you we are going to do, (**see clause 8.2**)
- If you have changed your mind about the product (**see clause 8.3**), you may be able to get a refund if you cancel 14 days prior to arrival in line with our cancellation policy.
- In all other cases, a refund may not be forthcoming if we are not at fault and there is no right to change your mind, (**see clause 8.4**).

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out below the contract will end immediately, we will refund you in full for any accommodation which has not been provided:

- a. We have told you about an upcoming change to the accommodation or these terms which you do not agree to.
- b. We have told you about an error in the price or description of the accommodation you have booked and you do not wish to proceed.
- c. There is a risk that supply of the accommodation may be significantly delayed because of events outside our control.
- d. We have suspended supply of the accommodation for technical reasons, or notify you we are going to suspend it for technical reasons.
- e. You have a legal right to end the contract if we have done something wrong, including because we have delivered late.

8.3 **If you change your mind.** You may cancel your booking at any time up to 14 days prior to arrival and receive a full refund, subject to any special terms for your advertised booking offer price, eg non-refundable discounted price.

8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind less than 14 days prior to your arrival or if your booking was made with special advertised non refundable booking terms.

8.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but may not receive a refund. If you want to end the contract in these circumstances, just contact us to let us know. The contract will end immediately and we will make a refund in line with our cancellation period.

9. HOW TO END YOUR CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- **Phone or email.** Call us on 01326 370421 or email us at booking@fxplus.ac.uk. Please provide your name, home address, booking reference, your phone number and email address.
- **Online.** Complete the 'Contact Us' form at: www.cornwall-plus.co.uk
- **By post.** Write to us, including all information required in the form.

9.2 **How we will refund you.** Where a refund is relevant, we will refund you by the method you used for payment.

9.3 **When your refund will be made.** We will make refunds as soon as possible but in any event within 14 days of your request.

10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- You do not make any payment to us when it is due or on arrival
- You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the accommodation
- You, and those within your party, behave in a manner that warrants your removal from the campus. This might include, but is not limited to: excessive noise or rubbish, equipment breakages or vandalism.

10.2 **We may withdraw the accommodation.** We may write to you to let you know that we are going to stop providing the accommodation. We will let you know at least 14 days prior to your arrival and will refund any sums you have paid in advance for accommodation that has not been provided.

11. IF THERE IS A PROBLEM WITH THE ACCOMMODATION

11.1 **How to tell us about problems.** If you have any questions or complaints about the accommodation, please contact us. You can telephone us on 01326 370421, 9:00 – 17:00 hours, Monday to Friday and 01326 253503 for all out of hours support, or write to us at:

The Lettings Team,
Cornwall Plus,
Campus & Commercial Events,
The Penryn Campus,
Penryn, Cornwall TR10 9FE

Or via email at: booking@fxplus.ac.uk

12. PRICE AND PAYMENT

12.1 **Where to find the price for the product.** The price of the accommodation includes VAT and will be the price shown on our web pages when you booked. We use our best efforts to ensure that the price of the accommodation shown is correct. However please see **clause 12.3** for what happens if we discover an error in the price of the accommodation you book.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your booking date and the date we supply the accommodation, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of our accommodation may be incorrectly priced. We will normally check prices before accepting your order so that, where the accommodation's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the accommodation's correct price at your booking date is higher than the price stated on our website or on a third party website, we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

12.4 When and how you must pay. We accept payment with all UK debit cards, Visa, Mastercard. Full payment for all bookings must be made in advance of arrival. The following regulations apply in relation to that payment:

- Full payment required at time of booking, unless agreed by us in writing
- All bookings are subject to written confirmation
- It is the responsibility of the Primary Guest to ensure that there are enough funds to cover the total cost of the proposed stay
- Cheque payments will not be accepted
- All bank transfer payments must be made at least 10 working days' prior to arrival. A £10 fee will be levied for Bank Transfers
- Payment reminders will not be sent
- Rates are inclusive of VAT at current rates, unless stated (**Clause 12.1**)
- Unless otherwise stated, special offers cannot be used in conjunction with any other offer and are subject to availability and terms. If you have made consecutive bookings using more than one promo code, you will not be guaranteed the same room. This may result in the need to check in and check out for each booking you have made. Please note – Rewards Club discounts are already incorporated in the Weekend and Weekday special offers.
- Full payment is taken at time of booking and is subject to the normal cancellation terms.
- All keys must be returned at the end of your stay. Failure to do so will result in a charge of £25 for each set of keys that is not returned to us.
- If you request us to return your lost property to you, an administration fee of £10 plus the applicable postage or courier charge will be levied. Payment must be made before lost property can be posted or couriered to you. Request to return lost property must be made to us, in writing, within 7 days of departure or your property may be destroyed

12.5 All pricing is subject to promotional availability at the time of booking. Cornwall Plus reserves the right to raise or lower prices and other charges at any time before booking is confirmed.

12.6 Extension to bookings. Extensions to bookings will be charged at the prevailing rate which may not be the same rate as the original booking.

12.7 **What to do if you believe the payment made is incorrect.** If you think an incorrect payment has been taken, please contact us promptly and we will work with you to resolve the issue.

13. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

13.2 **When we are liable for damage to your property.** If we are providing services in your accommodation, we will make good any damage to your personal property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your personal property.

13.3 **We are not liable for business loss.** Our accommodation is for private use.

14 **HOW WE MAY USE YOUR PERSONAL INFORMATION**

14.1 **How we will use your personal information.** We will use the personal information you provide to us:

- To supply the accommodation to you
- To process your payment for the accommodation

We will only give your personal information to third parties where the law either requires or allows us to do so.

15 **OTHER IMPORTANT TERMS**

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 15.3 **Nobody else has any rights under this contract.** This contract is between the person making the booking and us. No other person shall have any rights to enforce any of its terms, except as explained in **clause 15.2** in respect of our guarantee. Neither of us needs to get the agreement of others in order to end the contract or make any changes to these terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.
- 15.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may ask us to involve a dispute resolution provider, such as The Centre for Effective Dispute Resolution – www.cedr.com

SCHEDULE 1: MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: **Cornwall Plus**
The Penryn Campus
Treliever Road
Penryn, Cornwall TR10 9FE

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/for the supply of the following service [*],

Booking Reference:

Arrival Date:

Departure Date:

Name of guest(s),

Address of guest(s),

Signature of guest(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

© Crown copyright 2013.

SCHEDULE 2 - CODE OF CONDUCT

In booking your accommodation with Cornwall Plus, all guests agree to abide by the following Code of Conduct:

1. To use our accommodation only for the purpose for which it is intended
2. Not to use any part of the accommodation for any activities which could reasonably be considered dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to Cornwall Plus, other guests or the owner or occupier of any neighbouring property
3. Not to do anything which might invalidate any insurance maintained by Cornwall Plus, Falmouth Exeter Plus, the University of Falmouth or the University of Exeter in respect of the Facility or which might reasonably be expected to raise any insurance premium payable for the Facility
4. Not to bring into the accommodation any animals (except assistance dogs)
5. To indemnify Cornwall Plus in respect of the cost of making good any damage suffered during the booking (excludes fair wear and tear)
6. To indemnify Cornwall Plus against any damages, losses, costs, claims or expenses incurred by Cornwall Plus towards a third party arising out of or in connection with the guests' use of the Facility and/or the provision of the Services by Cornwall Plus, whether arising by reason of negligence of the guests or otherwise
7. Not to park or allow another person to park on or obstruct any highway route allowing access to the Facility
8. Not to make any alterations or attachments or additions to the Facility without the prior written consent of Cornwall Plus
9. To procure that the booking takes place during the period agreed on the booking contract and to ensure that all guests have left the accommodation by said time or such time as Cornwall Plus shall have agreed in writing.
10. All vehicles must comply with parking policies at the campus. To view our parking policies, please visit our www.cornwall-plus.co.uk. Cornwall Plus (nor Falmouth Exeter Plus nor Falmouth University nor the University of Exeter) accepts no responsibility for any damage, however occasioned to any vehicle parked on the Penryn or Falmouth campus.
11. Cornwall Plus may, at its sole discretion, assist the guest, where reasonably possible, with the storage of equipment. Should Cornwall Plus permit any such equipment to be stored on its premises, and the guest chooses to do so, such equipment shall be left by the guest entirely at the guest's own risk and Cornwall Plus shall accept no liability for any loss or damage of any sort, howsoever occasioned, to any item of equipment, furniture, stock or the like left in storage on the Penryn Campus. This includes anything left within communal areas within the Penryn Campus accommodation.
12. The guest must obtain Cornwall Plus' prior written approval if they wish to attach any item to the walls, floors or ceilings of the Facility.
13. The guest acknowledges that he/she is aware that there is a No Smoking policy operating throughout all our properties and is responsible for ensuring that no

member of their party smoke in or around the Facility. Cornwall Plus reserves the right to charge for any associated cleaning costs in the case of failure to comply with this policy.

14. Cornwall Plus reserves the right to judge acceptable levels of noise or behaviour whether this is by the guest or member of their party and the guest is solely responsible for ensuring that all members of their party comply with Cornwall Plus directions as to noise or appropriate behaviour.
15. Cornwall Plus reserves the right to exclude or eject any person from the Facility where Cornwall Plus reasonably considers such person to be objectionable; and to terminate the booking without liability to refund any charges to the guest or offer any form of compensation, where necessary to prevent or terminate unacceptable noise or behaviour.
16. The guest shall indemnify Cornwall Plus against all and any losses, costs, damages and expenses suffered or incurred by Cornwall Plus arising out of any exclusion, ejection, termination or stopping the booking and circumstances giving rise thereto.
17. Cornwall Plus reserves the right to charge the guest in full for any damage or destruction of property belonging to or leased by Cornwall Plus, Falmouth Exeter Plus, Falmouth University or the University of Exeter and for any unusual cleaning bills caused by or resulting from the activities of the guest or any other member of their party.
18. The guest must comply fully, and ensure full compliance of all members of their party, with the health and safety policies in place at all of our properties and in compliance with all legal requirements. These policies can be viewed at www.cornwall-plus.co.uk.
19. The guest must maintain free access to fire exits and fire-related equipment at all times, and they must be kept clear and visible at all times.
20. The guest or any member of their party is not permitted to bring any item into the Facility that has the potential to endanger others (e.g. hazardous equipment). Cornwall Plus reserves the right to check any equipment and to refuse its use if deemed unsuitable or unsafe.
21. The guest must ensure that all electrical equipment must be PAT tested and a representative of Cornwall Plus may demand to see proof of the guest's compliance with this requirement before allowing its use at the Facility.
22. The guest must comply with all advice and/or instructions supplied by Cornwall Plus relating to the use of the accommodation which are necessary to ensure that any goods or equipment supplied will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work.
23. The guest shall indemnify Cornwall Plus in respect of any and all claims arising as a result of the guests or any member of their party, activities during the booking.
24. The guest acknowledges that it is the guest's responsibility where the booking may comprise, at the relevant time, individuals under the age of eighteen (18) to ensure that all necessary child protection measures and arrangements in connection with the booking.

25. The guest and all members of their party are under a duty of care to report to Cornwall Plus any situation during the booking that 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 could hinder the safe evacuation of the premises in the booking of a fire (e.g. obstruction of fire escapes).
26. Cornwall Plus does not accept responsibility for the guest's property or that of any other members of their party. Any goods or personal belongings left unattended at the Facility, are left at the owner's own risk and without any liability on the part of Cornwall Plus.
27. If any items are to be delivered to the Facility or to the wider Penryn/ Falmouth campuses prior to the booking, arrangements must be made with Cornwall Plus in advance. Cornwall Plus will use reasonable endeavours for the safekeeping of such items which will nevertheless remain at the owner's risk and Cornwall Plus will not be held responsible in the booking of loss, theft or damage to the same.
28. Cornwall Plus does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like left in storage at Penryn campus.