

# General Terms and Conditions

## Online Booking

### 1. Formation of the Contract

Thank you for booking your accommodation through the Bournemouth Tourism website/Tourist Information Centre.

- 1.1 By confirming the Booking, End Consumers are entitled to use the accommodation as well as the facilities and services of the establishment for the dates, room types, special services and prices agreed.
- 1.2 These Website & Online Booking Terms and Conditions form the subject matter of the accommodation contracts between the Accommodation Providers who have contracted with Bournemouth Borough Council (The Council) using the New Mind System through the Booking Centre Tool operated by The Council and the Accommodation Provider's guests (End consumer) who conclude bookings through the Booking Centre.
- 1.3 Please refer to the "**Individual terms and conditions**" for any specific terms and conditions for your chosen accommodation.

### 2. Payment

- 2.1 The total price of the accommodation booking will be stated in the booking form.
- 2.2 The Accommodation Providers guarantee that all their prices stated via the Booking Centre include all applicable charges, taxes and other expenses.
- 2.3 In addition to the Deposit, the Accommodation Provider may also require the End Consumers to make additional payments in advance for the Services. Arrangements for such additional advance payment will be made between Accommodation Providers and End Consumers and will not be processed on through the Booking Centre.
- 2.4 Services rendered by the Accommodation Providers which are not included in the accommodation fee, should be stated separately through the Booking Centre as chargeable services. Such services may include, as examples and not by way of limitation, private meeting rooms, leisure facilities, sauna, parking, pets, indoor and/or outdoor swimming pool, solarium, garage, the provision of additional beds or cots in a room, etc.
- 2.5 Upon fulfilment of the accommodation contract, the agreed fee shall be paid. The Accommodation Service Providers are entitled to stipulate the methods of payment they will accept, and are not obliged to accept means of payment such as cheques, credit cards, coupons, vouchers, foreign currency, etc. All costs arising in connection with the acceptance of such payment methods, e.g. inquiries, etc., will be borne by the End Consumers.

2.6 Even if End Consumers do not use the booked accommodation, they are obliged to pay the agreed fee to the Accommodation Providers.

### **3. Accommodation**

3.1 The Tourist Information Centre will make every effort to find suitable accommodation for the End Consumer, and the online accommodation description is provided by the Accommodation Provider so The Council cannot be held responsible nor accept any liability for complaints or claims of any nature arising from the booking, nor for the loss or damage suffered by the End Consumer or Accommodation Providers of their party during or as a result of the stay at the accommodation establishment.

3.2 Accommodation providers may have specific rules and regulations for guests while they stay at their premises. Please refer to the Individual Terms and Conditions listed on the website or contact the provider direct.

3.3 End Consumers are expected to vacate their rooms by noon (12:00 o'clock), or from such other time as may be clearly advertised by the Accommodation Provider on the Individual Accommodation Providers Terms and Conditions, on the day of departure. Failure to vacate their rooms by the stated time, the end consumer will be liable for a further day's charges at published room rates.

3.4 If a room is used for the first time before 06:00 o'clock, or from such other time as has been clearly advertised by the Accommodation Provider on the System, the preceding night is considered as first overnight stay.

3.5 Any extension of End Consumers' stays requires the consent of the Accommodation Service Providers.

3.6 If the Booking was for a fixed term, it will end upon expiry. If End Consumers depart earlier, the Accommodation Service Providers may charge the full agreed fee for the entire Booking. However, the Accommodation Service Providers will endeavour to re-let the unused rooms.

3.7 End Consumers shall indemnify and keep indemnified the Accommodation Providers from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with negligence, default or breach of these condition by the End Consumers or their accompanying guests.

3.8 The Accommodation Providers are liable for any damage End Consumers suffer if such damage has occurred through the negligence of the Accommodation Providers or their employees or agents.

3.9 In the event of unavoidable cancellations by the Accommodation Providers, the Accommodation Providers shall immediately procure suitable substitute accommodation of at least equal standard for End Consumers. Should End

Consumers, by way of exception, be informed of the cancellation by the Accommodation Providers on arrival, the Accommodation Providers shall use all reasonable endeavours to make available substitute accommodation within four hours thereafter. Any additional expenses for substitute accommodation will be borne by the Accommodation Providers.

#### **4. Cancellation**

4.1 In case of any cancellation, The Council will retain the total Deposit as cancellation fee. In addition, the Accommodation Providers may charge the End Consumers for an additional cancellation fee equal to the total booking fee, less the Deposit, if the Service cannot be re-sold.

PLEASE BE AWARE THAT CREDIT/DEBIT CARD DETAILS (EXCLUDING CVC/3 DIGIT SECURITY NUMBER) WILL BE TAKEN AT TIME OF BOOKING AND WILL AUTOMATICALLY BE PASSED SECURELY ON TO THE ACCOMMODATION PROVIDER. IN THE EVENT OF AN END CONSUMER'S FAILURE TO TURN UP / CANCELLATION, THEY MAY BE SUBJECT TO ANY CANCELLATION PROCEDURES SET IN PLACE BY THE ACCOMMODATION PROVIDER. ANY INFORMATION SUPPLIED IS NOT HELD BY BOURNEMOUTH BOROUGH COUNCIL

4.2 The Accommodation Providers may cancel the Booking with immediate effect if End Consumers:

42.1 use the premises in a substantially inappropriate manner or if the End Consumers' reckless, offensive and grossly improper behaviour spoils the enjoyment of the other End Consumers, or if End Consumers commit an act against the property or physical security towards the Accommodation Service Providers and their employees or any person staying at the establishment;

42.2 are struck by an infectious disease or by a disease that survives the length of accommodation or are in need of care; or

43.3 do not pay the invoice submitted to them upon request within 28 days.

#### **5. Information provided by you**

5.1 The End Consumer should inform the Accommodation Provider of any changes required for their booking.

5.2 End Consumers should discuss any special requirements with the Accommodation Provider.

#### **6. English Law**

6.1 Place of contract performance shall be the place where the Services are provided.

6.2 The contract will be governed by English Law.