

### **GROUP TERMS & CONDITIONS**

## 1. Making a booking

- 1.1 Please make a group enquiry and booking over the phone or by email; do not book online. You can reach us by phone 01736 791664 or by email <a href="mailto:hello@stayatcohort.co.uk">hello@stayatcohort.co.uk</a>.
- 1.2 Before booking, you guarantee that you have the authority to accept on behalf of your party the terms of these booking conditions.

## 2. Securing a booking

2.1 A booking will exist as soon as we have received your deposit and we have issued the booking confirmation to you. This booking is made on the terms of these booking conditions and the trip organiser (or nominated person) will be our initial sole point of correspondence unless directed to speak to other people, e.g. finance, with regards to the trip.

# 3. Deposit payments

#### 3.1 Deposit

When you make a booking you will be asked to pay 50% of the total accommodation amount as a deposit, this is <u>non-refundable</u> in the event of you making a cancellation of the trip.

Payment of the 50% deposit will be due by a date agreed between the trip organiser and us. This will be detailed in writing and also on the issued invoice; it will usually be within 14 days of the booking being agreed.

Food costs are <u>not included</u> in the deposit.

If the deposits and/or balance is not paid by the agreed due date we reserve the right to cancel your booking.

#### 3.2 Goodwill deposit

In <u>some</u> circumstances when the booking is being made for a date which is over a year away or payment terms need to be flexible to meet your internal timings you will be asked to pay a Goodwill Deposit to secure the dates, this will be 10% of the total accommodation amount

(excluding food costs), the remainder of the deposit will then be due at an agreed date detailed on the invoice.

This Goodwill deposit is <u>non-refundable</u> in the event of a cancellation.

3.3 If the deposits and/or balance is not paid in time, we reserve the right to cancel your booking and retain all deposits paid.

## 4. Cancelling a booking

- 4.1 Should you wish to cancel a booking you can do so up to 45 days prior to the arrival date with no additional charges other than the loss of your non-refundable or goodwill deposit
- 4.2 Should you cancel less than 45 days before arrival 100% of the booking will be due.
- 4.3 If you have paid just the Goodwill Deposit when you cancel and have <u>not missed</u> the deposit deadline for the remaining deposit amount no further monies will be due. If you have missed the deposit deadline the remainder of the deposit will be due at the point of cancellation.

## 5. Changing a booking

5.1 If, after our booking confirmation has been issued, you wish to change your arrangements in any way, for example your chosen departure date or accommodation numbers, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from you. Further costs may be incurred in making this alteration.

You should be aware that these costs could increase the closer you are to your date of arrival and so you should contact us as soon as possible.

Any changes to third party activity or service providers must be made by you, unless otherwise agreed by us.

5.2 Provided a booking is not cancelled in its entirety there will be no financial penalties for a reduction in numbers between payment of the deposit and payment of the balance; the final invoice will be adjusted accordingly to take any changes into account.

If the reduction in numbers is so significant that the deposit paid covers the entire booking there will be no refund in the event of a difference between the actual booking amount and the deposit which has been paid.

# 6. If we have to make changes to a booking

- 6.1 Occasionally we have to make changes and we reserve the right to do so at any time. Many changes will be minor and will either be advised at the earliest possible date or are so minor they will not affect the quality of your visit and you will not need to be informed.
- 6.2 In the unlikely event of it proving necessary to alter significantly or cancel your stay with us we will offer a suitable alternative option or 100% refund (within 14 clear days) if we are not

able, in our opinion, to offer an alternative that is sufficiently comparable. We will reimburse you if we have to make a major change to your stay unless the change is due to circumstances beyond our reasonable control, including but not limited to war, the threat of war, riot, civil strife, actual or threatened terrorist activity, act of God, industrial dispute, governmental action, epidemic, disease, adverse weather or natural or nuclear disaster.

## 7. Paying for your stay

- 7.1 The booking must be paid in full at least 14 days before arrival. This includes any food costs due. Once a booking has been paid in full there are no refunds should numbers reduce.
- 7.2 If the balance payment has not been received 14 days before arrival Cohort Hostel reserves the right to cancel the booking and there will be no refund of deposit/s paid.
- 7.3 We will accept payment by card, bank transfer (BACS) or cheque. We accept Visa (debit & credit), MasterCard (debit & credit), Switch and Maestro cards. We do not accept AmEx or Diners cards.
- 7.4 There is a 2% administration charge for payments by <u>credit</u> card.

## 8. Third party service and activity providers

- 8.1 We only recommend appropriate external activity and service providers for the purpose of assisting trip organisers to build appropriate itineraries. We deem 'appropriate' as **being** services and/or activity providers which meet the needs of groups. Appropriate activity and service providers must offer at least one of the following:
  - allow group bookings / offer group discounts
  - offer services specific to groups
  - demonstrate an understanding of the needs of groups by having either/or a combination of: staff / volunteer DBS checks, safeguarding policies or other documentation specific to group visits

#### 8.2 External activity and service providers

We may recommend external service and activity providers such as art educators, excursions/tour operators and other related activities providers to you for itinerary building purposes. Such excursions or activities may be booked by you or by us on your behalf with your consent and paid for by you. In all instances we do not assume any responsibility or liability for these arrangements or the service they provide. Your contract will be with the operator of the service or activity and not with us.

Service and activity providers that you independently book or pay for does not form part of the accommodation package provided by us. For any external activity or service that you book in addition to your stay with us, your contract will be with the operator of the service or activity and not with us. We are not responsible for the provision of the service or activity or for anything that happens during the course of its provision by the operator.

Such excursions or activities booked by you, but not forming part of your package may be stated in correspondence by us, however this does not mean we assume any responsibility or liability for these arrangements or the service given.

8.3 External catering service providers - Dine In St Ives

All food costs are added to the final invoice. No payment is taken for food costs until numbers are finalised; this must be at least 28 days prior to arrival.

Dine In St Ives is our preferred external catering service provider. Dine In St Ives have their own terms & conditions which are summarised below.

- i. No deposit is required
- ii. If a cancellation is received at least 30 days prior to arrival no charges will be due
- iii. If a cancellation is received less than 30 days prior to arrival 25% of the total cost of the meal/s booked will be due
- iv. If a cancellation is received less than 14 days prior to arrival 50% of the total cost of the meal/s booked will be due
- 8.4 Other external catering service and food providers

Third party food providers are welcome to deliver and serve food at Cohort Hostel however the hostel takes no responsibility for those who do so, even if they have been recommended by us. Please refer to their specific terms and conditions at the point of booking.

#### 9. Insurance

9.1 All visiting groups must hold appropriate travel insurance provisions prior to an organised trip to Cohort Hostel

# 10. Nominated person on arrival

10.1 We will require full contact details (including a mobile number) of a nominated person who will be the main point of contact prior to arrival and during the groups' stay.

## 11. <u>Damages</u>

- 11.1 For groups who take over all short term accommodation at Cohort Hostel we require a £300 bond deposit payable by bank transfer at least 1 week prior to arrival. This will be returned in full by bank transfer 24 hours after check out should the group not incur any charges / penalties.
- 11.2 For groups who do not take over all short term accommodation and are therefore sharing with other, individual guests (or other groups) we will ask for card details from at least two people which will be held as a bond against damages, accidents or loss of key cards. These are held securely and encrypted on our booking system.

Should it be necessary to charge these cards we shall endeavour to discuss the issue with you first. If we cannot speak to you in advance we reserve the right to charge the card in your absence. All charges will be detailed in an invoice and emailed out to you.

## 12. Our liability to you

- 12.1 Cohort Hostel is an accommodation provider only. You must inform us without undue delay of any failure to perform or improper performance of the service we have promised to provide.
- 12.2 We will not be liable where any failure to perform in accordance to your expectations is due to: you or another member of your group; or a third party unconnected with the provision of the accommodation service and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- 12.3 We are liable to provide all items needed for the safe and proper serving of food by third party catering service providers.
- 12.4 We do not take any responsibility or liability for excursions taken external of Cohort Hostel. Please refer to the terms and conditions of the individual organisation or service provider.
- 12.5 Any external organised activity which has sought permission to use Cohort Hostel building during the activity period is still subject to the activity providers terms and conditions and responsibility for the activity and service is still of the activity and service provider. In these instances Cohort Hostel only assumes responsibility for no more than that which is expected of a hired space provider.
- 12.6 Cohort Hostel can provide risk assessments associated with providing safe and secure group accommodation. Trip organisers must conduct their own necessary risk assessments in accordance to their own health and safety obligations

# 13. Personal Property

13.1 Your personal property, including baggage, is your own responsibility at all times, unless any loss or damage is due to our negligence or failure to carry out our responsibility.

#### 14. Behaviour

14.1 We expect all guests to have consideration for other people. If, in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the stay of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

14.2 Fines will be incurred by the group for anti-social and/or disruptive behaviour, as detailed below.

£150 fine for the following infractions:

- i. Noise in the communal areas after midnight
- ii. Disruptive, aggressive or disrespectful behaviour towards staff
- iii. Smoking in non-designated smoking areas
- iv. Disabling of smoke detectors
- v. Mess which requires extraordinary cleaning measures
- vi. Breakages / damages of hostel fixtures, fittings and furniture

If any of the above results in us having to replace mattresses or furniture the group is liable for these additional costs.

## 15. <u>Supervision</u>

15.1 You and/or other adults accompanying the party agree to act 'in loco parentis' at all times and will adequately supervise all members of the party. At no point can this responsibility ever be delegated to Cohort Hostel staff. e.g. for activity sessions. It is your responsibility to ensure that:

- No party member under 18 consumes alcoholic beverages
- No party member smokes in any smoke-free places or behaves in any other way which may cause a fire hazard.
- No party member breaks UK or local law.

### 16. Special requests

16.1 Any special requests must be clearly notified to us in writing. We do our best to meet any special requests made by you and ensure that these are forwarded to the appropriate persons. We cannot guarantee, however, that special requests will be fulfilled and failure to do so does not constitute a breach of contract. Special requests will only be held to form part of the contract between you and us when they have been confirmed in writing to be guaranteed by us

# 17. Additional requirements

17.1 If members of your party have additional requirements, relating for example to disability, culture, diet, etc. please provide full details at the time of booking. We will be pleased to undertake a fair assessment of service provision and identify appropriate resources with reference to such considerations as access, successful participation and health and safety.

# 18. Marketing

18.1 Cohort Hostel may use your written feedback in promotional materials. If you do not wish to be quoted, please could you inform us on any written material you send us.

# 19. Complaints

19.1 If you have a problem with any aspect of your stay with us, we want to be the first to hear. It is essential that you contact us as soon as possible so that we can try to rectify the situation at the time.

# 20. Subject to change

20.1 Please note these terms and conditions are subject to change. We reserve the right to make changes to these terms and conditions at any time.