

National Water Sports Centre

NOTTINGHAMSHIRE

Hotel Services Terms and Conditions

The terms below apply to your Booking if you are a consumer and book from 2010.

Definitions

"Booking" a booking for a room(s) made with the National Water Sport Centre.

"Booking Confirmation" is the email or correspondence you receive from us after you have made a Booking online or by telephone which confirms your Booking with National Water Sports Centre. If you make a walk-in Booking your Booking Confirmation will be given to you at the time of Booking.

"Extras" means catering and the use of gym, early check-in, late check-out or other facilities or items purchased with the Booking.

"Group Booking" means a Booking of 10 or more rooms for the same night(s).

"we/us/our" means the National Water Sports Centre.

"Working Day" means Monday to Friday excluding bank holidays and other public holidays.

"you/your" means the person responsible for the Booking.

1 Our Contract

- 1.1 If you are a consumer (i.e. not dealing as a business with us), the National Water Sports Centre sells all rooms and Extras to you subject to these terms.
- 1.2 A contract is formed between you and the National Water Sports Centre when we issue you with a Booking Confirmation for your room and extras (if applicable). No Booking shall be binding on the National Water Sports Centre until you receive your Booking Confirmation. The contract is your Booking Confirmation together with these terms and conditions.

2 Your Booking

- 2.1 You cannot transfer or resell your Booking (in whole or in part). If you transfer or resell (or attempt to transfer or resell) then we can terminate your Booking and retain any money paid to us for such Booking. We may also refuse to take any further Booking from you in the future.
- 2.2 You may make a Booking on someone else's behalf. It remains the responsibility of the person making the Booking to ensure all guests comply with these terms and conditions as if that customer had made the Booking.
- 2.3 You can only make a Booking if you are 18 years old or over. If you arrive at the hotel and are under 18 years of age you will not be permitted to stay alone.
- 2.4 You must ensure that the name on a Booking is correct at the time of booking.

- 2.5 If you make a Group Booking, the following additional terms also apply to you:
 - 2.5.1 If you book 28 days or less before the scheduled date of arrival, you must pay in full when you make the Booking unless credit facilities have been offered.
 - 2.5.2 If you book more than 28 days before the scheduled date of arrival, you may have to pay a 10% deposit when you make the Booking. You must settle any balance at least 28 days before the scheduled date of arrival. We may cancel your Booking if you do not make any payment when it is due and we will not refund the deposit.

3 Rates and Payment

- 3.1 The rate for each room is as published at the time of your Booking, or, in the case of a telephone Booking as advised to you at the time of Booking.
- 3.2 Your card details will be taken in order to hold your room at time of Booking. Full payment must be made on arrival. In the event of a no-show the holding card will be charged the full amount.
- 3.3 You must be able to show photo identification such as a passport or driver's licence or a valid credit or debit card if you are paying by cash for a walk-in Booking at the National Water Sports Centre.
- 3.4 We do not accept off the street customers (walk-in Bookings) after 21:45pm.

4 Check-in and Check-out

- 4.1 You can check-in from 16:00pm on the scheduled date of arrival. If you wish to check-in earlier, you can do so by buying an early check-in Extra at the time of making your Booking, or directly at the hotel at discretion of the duty manager. These services are subject to availability.
- 4.2 You must check-out before 09:30 on the scheduled date of departure. If you wish to check-out later then you can do so by buying a late check-out Extra at the time of making your Booking. If you fail to check-out by the stipulated time, we will make an additional charge equivalent to the rate at that time, for one night's stay for the applicable room(s). This is subject to availability.

5 Rooms

- 5.1 Visitors are not permitted in the Hotel after 10:00pm
- 5.2 The maximum occupancy for rooms are:-
 - Single room – 1 adult
 - Twin room - 2 people
 - Bunk – 2 people
 - Triple – 3 people
 - Dorm – 6 people
- 5.3 You must not exceed maximum occupancy for in each room or as otherwise agreed in your Booking Confirmation. If you are found to have additional people staying in your room we will terminate your Booking without refund and require you to leave the hotel immediately.
- 5.4 You must declare and pay for every person and or pet who is occupying our hotel under your Booking.

- 5.5 You may bring up to 1 pet per room with consent from the National Water Sports Centre Management; you must obtain consent prior to or at the time of making your booking. We will charge you at check-in the pet fee for each animal. The pet fee is currently £10 per pet; however we reserve the right to change this fee at any time therefore please request confirmation of the pet fee prior to your arrival.
- 5.6 You must not leave children and/or pets unattended in any rooms or public areas at any times.
- 5.7 You must not smoke in any buildings at the National Water Sports Centre. If you do so, we will terminate your Booking without refund and require you to leave the hotel immediately. You authorise us to charge you any costs we incur if you smoke or cause damage in our hotel including costs for specialist cleaning (to make the room fit for sale as a non smoking environment) and the cost of the room for any time period it is unusable. You authorise us to charge this amount to the payment card used in your Booking. We will send you (at the address on the Booking) a breakdown of these charges within 10 working days. We may refuse to accept bookings from you in future.
- 5.8 You must make good at your own cost any damage (save for fair wear and tear) caused during or in respect of the hire period as well as any costs incurred by us.
- 5.9 We provide wheelchair accessible and limited mobility rooms, subject to availability. You must specify this requirement at the time of Booking.

6 Cancellation

- 6.1 No refunds will be given if you cancel your Booking unless you provide us with a minimum of 7 days notice prior to your scheduled date of arrival.
- 6.2 You must advise us of a cancellation in the first instance verbally, followed by written notice of the cancellation. Cancellation shall be effective, final and binding on the Working Day on which we receive written notice of cancellation.
- 6.3 We will not give a refund on "sale" Bookings .
- 6.4 No refunds will be given if you cancel any Extras unless you provide us with a minimum of 24 hours notice prior to your scheduled date of arrival.
- 6.5 Notwithstanding clause 6.4 a late check out Extra is non-refundable.
- 6.6 We will only make refunds to the payment card that you used to make the Booking. We will normally credit refunds to your card within 10 days.

7 Changing your Booking

- 7.1 With any Booking, subject to availability, you may change the length of stay, the room type and/or the scheduled date of arrival. You must notify us before midday on your scheduled date of arrival of any changes and you will pay for any additional nights.

8 Amending and Cancelling Group Bookings

- 8.1 If you cancel your Group Booking or reduce the number of nights or the number of rooms required, we will not refund any money you have paid to us (including any deposit) unless you provide us with a minimum of 14 days notice.
- 8.2 If you cancel a Group Booking clauses 6.2, 6.3, 6.4 and 6.5 will apply.
- 8.3 Subject to availability and payment, you may add any additional night(s) to any Group Booking (after the dates of the original Group Booking) at the rate for the room(s) at the time you make the amendment.

9 General

- 9.1 Statutory Rights: We have tried to ensure that any rights that you as a consumer have that are implied by law into a contract of this type (statutory rights) are not excluded or limited in anyway. If any of these terms conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms. For more information on your statutory rights see www.consumerdirect.gov.uk or call 08454040506
- 9.2 Events Beyond our Reasonable Control: We shall not be in breach of these terms, nor liable for any failure to perform any of our obligations in relation to your Booking (such as the provision of room(s) and/or other products and/or services and/or extras) due to any adverse event, act, omission or accident which happens which is beyond our reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.
- 9.3 Our Liability: The National Water Sports Centre and Nottinghamshire County Council do not accept any liability for lost or damaged items however so caused. Nothing in these terms shall exclude or limit our liability for fraud or death or personal injury caused by our negligence or any other matter which it would be illegal for us to (or attempt to) exclude or limit.
- 9.4 Third Party Rights: A party which is not a party to our Contract shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.
- 9.5 Law: These terms are governed by the laws of England and Wales.
- 9.6 Variation: We reserve the right to change these terms from time to time. The terms applicable to your Booking are those in force on the date of Booking.
- 9.7 Waiver: Failure to exercise, or any delay in exercising, any right or remedy provided under the contract by law to us shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 9.8 Severance: If any provision of the contract (or part of any provision) is found by a court to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required be deemed not to form part of this contract, and the validity and enforceability of this contract shall not be affected.

10 Car Parking

- 10.1 Car parking is available at the National Water Sports Centre free of charge. During event days parking may be restricted/limited in availability. For details on events please visit www.nwscnotts.com

11 Questions / Complaints

- 11.1 If you have any question or complaints in relation to your Booking or these terms please contact nwscsales@nottsc.gov.uk and we will respond to you as quickly as we can, normally within 5 working days.

National Water Sports Centre, Adbolton Lane, Holme Pierrepont, Nottingham, NG12 2LU