

# Bradford on Avon Town Council September 2015

## *Accommodation Owners' Booking Service operated by Bradford on Avon Town Council*

### **Terms and Conditions**

1. These terms and conditions govern the booking service operated by Bradford on Avon Town Council ("the Service") and may not be varied except by the express written consent of Bradford on Avon Town Council ("BOATC").
2. In these terms and conditions "establishment" shall include any individual or organisation providing accommodation and "owner" shall have the same meaning. "Booking Commission" means payment due as a result of any booking through the website. The owner is responsible for indicating which rooms in their establishment are available for booking by updating the calendar on the website for the search facility of the booking system to operate correctly and provide full visibility of your entry.
3. BOATC may decline an establishment's entry to the Service if in BOATC's opinion to do so is in the interest of the Service.
4. Participation of an establishment in the Service is subject to the establishment's participation in a BOATC entry scheme and the establishment undertakes that it:
  - a. complies with all appropriate statutory obligations e.g. fire risk assessment, health & safety regulations, food hygiene regulations, non smoking legislation, Performing Rights Society and Phonographic Performance Limited licences.
  - b. has an in date Public Liability and Employers Liability (if applicable) insurance policy.
  - c. maintains its buildings, fixtures, furnishings, fittings and décor in sound and clean condition and fit for the purposes intended.
  - d. To comply with the Quality in Tourism or AA Minimum Entry Requirements (MER) as applicable to the type of establishment. A one-off inspection (whilst in continuous entry) will be undertaken to confirm compliance and the charge is non-refundable. Should the MER not be met or entry be refused for any other reason the entry fee only will be refunded.
5. BOATC may terminate the inclusion of an establishment in the Service by giving the owner one month's notice in writing. Any notice in pursuance of this paragraph by BOATC will be duly served on the owner at the address of the establishment by post. No entry fee (or part) will be refunded.
6. The owner may terminate their establishment in the Service by giving BOATC one month's notice in writing. Any notice in pursuance of this paragraph by the owner will be duly served on BOATC by post addressed to the Town Clerk, Bradford on Avon Town Council, St. Margaret's Hall, St. Margaret's Street, Bradford on Avon, BA15 1DE. No entry fee (or part) will be refunded.
7. BOATC undertakes:-
  - a. That according to the dictates of visitors' demand for and the availability of accommodation with establishments participating in the Service the Volunteers ("the staff") of BOA Tourist Information Centre (TIC) will arrange reservations of accommodation with those establishments wherever possible.
  - b. That after the making of each booking BOATC will not render a charge to the establishment for a commission.
  - c. It is the establishment's responsibility to confirm the booking and collect any deposit and balance from the visitor.
  - d. That in the case of bookings made by the staff of the TIC they will ensure that the visitor is informed of the latest time for taking up the accommodation as requested by the owner at the time of the booking. In the case of online bookings this stipulation will not apply and will be the responsibility of the owner to contact the visitor.
  - e. That all online bookings or enquiries will be communicated to the owner by email.

8. The owner undertakes;
  - a. To indicate the establishment's availability to BOATC for each day the owner wishes to avail themselves of the Booking Service by keeping their calendar up to date.
  - b. To pay any invoice issued by BOATC promptly.
  - c. That the establishment will take full responsibility for a room or rooms that are provided to the visitor as stipulated in the receipt issued to visitors by TIC Staff and that BOATC will not be responsible for the failure by the establishment to honour the reservation.
  - d. To ensure that the rates quoted for the accommodation are not exceeded.
  - e. That all prices entered online or quoted to the staff at the TIC are inclusive of VAT if applicable.
  - f. That the owner honours the latest time quoted for taking up the accommodation and will ensure the accommodation is kept for the visitor until that time.
9. In no circumstances will BOATC be responsible for non-payment of accommodation by a visitor or for a visitor not taking up the accommodation in the time specified.