

TERMS AND CONDITIONS

1. General

- SoBo House reserves the right to update the “Terms and Conditions for Guests at SoBo House Brighton”, at any time.
- The conditions pertaining to a booking are those detailed in the issue of “Terms and Conditions for Guests at SoBo House which is current at the time of booking.
- These terms and conditions relate only to bookings in SoBo House

2. Mission Statement

- The principal objective of SoBo House is to provide best possible service to all guests using our services and provide a place where the genuine care and comfort of our guests is paramount

3. Definitions

In this document:

- “SoBo House”, “we”, “us” “our” means SoBo House Brighton
- “Customer”, “you” and “Guest” means any customer who makes or is making a booking with SoBo House

4. Products

- SoBo House provides dormitory style accommodation. Private rooms are available, subject to availability and subject to an additional charge, can be requested at time of booking.

More details of SoBo House is available from www.roomsinbrighton.co.uk

5. Contract

- All bookings are made subject to these Terms and Conditions and the person placing the booking **warrants that he/she has the full authority to do so on behalf of all persons they are making the booking for, and confirms that all persons are aware of these Terms and Conditions.**
- A contract for the supply of accommodation and (where applicable) other related services will be formed when SoBo accepts a booking or (if earlier) starts to provide the services.

6. Hostel

Hostel Facilities

- Our websites detail the facilities available at the hostel. Further information can be gained upon request directly to the hostel.
- All standard bookings are for bed reservations only. They do not ensure room bookings.
- Room requirements should be requested at time of booking. We will endeavour to assist with all room requests; however, we cannot guarantee specific dorm, bed types for any member of the party. Room requests are subject to required hostel availability and may incur an additional charge.
- Multi-share dormitory rooms are for single-sex occupancy (some of them allowed mixed sex occupancy as stated on the booking engine), but private rooms can be single-sex or mixed-sex.
- SoBo House accepts no responsibility for extra costs incurred by any person, driver or group leader not willing to share room facilities with others drivers, group leaders or persons.
- SoBo House reserves the right to amend rooming lists until the time of arrival
- Bed linen, pillows, quilts and towels (hire charge applies) are provided

7. Accuracy of Information and Promotional Materials

- SoBo House exerts all due care and diligence when producing electronic and printed materials on hostel facilities and local attractions. However, we reserve the right to revise, update or make obsolete some or all of the contents without obligation to notify any person of such changes.
- Despite every effort to the contrary, errors, omissions or discrepancies may occur in the preparation of promotional and informational documents (electronic and printed), and SoBo House assumes no liability for loss or damages incurred due in part or in whole to such errors.

8. Meals

- Self-catering facilities are available at the hostel.
- Catering can be provided at the hostel for groups - please ask the reservations department for details

9. Parking

- Parking information please visit <http://www.roomsinbrighton.co.uk/parking.html> or <http://www.brighton-hove.gov.uk/index.cfm?request=b1160844>

10. Personal Possessions

- Whilst every effort is made to ensure excellent security at our premises, SoBo House is not responsible for visitor's property, which includes luggage stored in luggage room/ office, lockers available for customer use with key are available at the hostel reception after GBP 5,00 deposit will be paid direct to the Hostel (refunded upon check out).

11. Use of Alcohol, Smoking and Drugs

- Beer, cider and wine are permitted within designated areas within the hostels. It is an offence to buy alcohol for consumption by a person under 18.
- SoBo House is non-smoking building and under British law it is an offence to smoke anywhere within the hostel. Smoking is permitted only in designated areas outside the hostel. The use of illegal drugs is strictly prohibited in and around SoBo House at any time. If the Hostel Manager/staff member suspects that a person is in possession of illegal drugs, he or she will contact the local police.
- Guests found to be contravening the above policies may be requested to leave the hostel without refund.

12 Hazardous Items

- The use of fireworks in and around the hostel grounds is strictly prohibited.

13 Hostel Guests

14 Guests with Disabilities, Medical Problems or Special Needs

- We advise you to notify us at the time of booking, and a minimum of 48 hours in advance, if you or any of your party have any disability, medical problem or special needs, which may require specific facilities. We will endeavour to meet your requirements where possible but special needs facilities vary – please check details before booking. It is the responsibility of the lead person to ensure that all special needs requirements are identified and communicated to SoBo staff.
- We cannot, however, provide assistance with walking, eating or other personal needs. If you need help, you must take someone with you who can take care of your needs. It is the responsibility of the group leader to ensure that all special needs requirements are identified and communicated to SoBo staff.

15. Equality of Access

- SoBo House is open to all. No customer will be discriminated against on the basis of race, nationality, gender, age, status, occupation, religion etc. Where an individual's circumstances may lead to special accommodation or catering requirements, we advise the customer to notify us at the time of booking, and a minimum of 72 hours in advance so that, subject to availability, appropriate measures can be taken to meet the individual's needs.

16. Children

- SoBo House's definition of a child is a young person aged between 3 and under 18 years. An infant is a child under 3 years of age.
- The charging policy for young people staying in SoBo is as follows:
Under 3 years of age No Charge
3 years of age and over Senior Rate
- Children under the age of 18 will only be allowed to stay at SoBo if accompanied by an adult. The children, the parent/guardian and the other occupants of the room must be of the same sex. We advise that additional notice be given to the destination hostel when travelling with children, to ensure that suitable accommodation is available.

17. Proof of Identity

- Proof of age, gender, and/or identity will be required at time of booking, when arrival at a hostel. We may make a copy of your passport if it is required by British Law regulations.

18. Code of Conduct

- Guests are required to give due consideration to the collective needs of others in the hostel, to take due care of the facilities provided and to respect the shared environment. In the interest of maintaining community relations, we expect all clients to refrain from any activity likely to antagonise the local community or bring the SoBo into disrepute.
- Any guest displaying unacceptable behaviour will be asked to leave the hostel without refund.
- SoBo reserves the right to call for assistance from any of the emergency services or its 24/7 on call security at any time

17. Pets

- SoBo does not permit any pets in our hostels, except for assistance dogs only, which we must be advised about at the time of booking.

18. Booking and Payment

When an enquiry is made, any information we give out regarding availability is correct at the time of the enquiry. Availability may change and SoBo Brighton can only guarantee bookings on receipt of a deposit subject to availability at the time of that payment. If we are unable to honour a reservation any monies paid will be refunded to the individual or group with no further liability on our part

In order to secure your booking you must pay us the appropriate deposit depending on the length of your stay (usually equivalent to 10% of the total amount of your booking). **All deposits paid are non-refundable**

- All transactions with SoBo are in Pounds Sterling. No booking fees are charged for bookings made direct with SoBo.
- The items included in your hostel stay (accommodation and non-accommodation) are indicated on your confirmation booking statement/invoice
- Prices are set twice annually, Winter and Summer. Prices also vary at different times throughout the year, dependent on local market conditions. Prices currently in force can be found at www.roomsinbrighton.co.uk or by contacting the reservations team direct by telephoning 01273 206070 or emailing at info@roomsinbrighton.co.uk
- We reserve the right to change our prices at any time, without notice.
- The price paid is the price in force at the time of booking. We will fully guarantee the price of your hostel stay on your confirmation booking statement/invoice
- Your reservation may not be honored if credit/debit card is not authorized or invalid before arrival

19 Methods of Payment

- In person at SoBo. Payment can be made by bank transfer, cash, cheque, debit or credit card By post or telephone: Payment can be made by debit or credit card, or cheque (Payment by bank transfer/cheque will only be accepted after clearance into SoBo's bank account)

Debit and credit card payment

- The following card types are accepted: Visa Delta, Visa Electron, JCB, MasterCard, Visa, Solo, Maestro Domestic. The card used must be in the name of the person making the booking. All transactions are in pound sterling currency and subject to a 5% surcharge
- We reserve the right to use any money already paid to cover cancellation charges and/or charge the payment card used to make your reservation or from payment cards given to us by another party of the group

Pre-Authorisation Policy – questions and answers

The pre-authorisation is not a charge and no funds have been debited from your account

Why is the credit / debit card pre-authorised?

When you give us a credit/debit card, the pre-authorisation guarantees us that the funds are available to pay for any charges incurred

How much is a pre-authorisation?

The amount that we pre-authorise will depend on the value of your booking and the booking channel you used to make your reservation

When is the card pre-authorised?

All credit or debit cards are normally pre-authorised within 48 hours of you making your reservation

Who is responsible for the pre-authorisation procedure?

HSBC Merchant Services are responsible for the maintenance and management of the preauthorisation process. Should you have any queries regarding your pre-authorisation or any part of the process they can be contacted on 0845 702 3344

When does the pre-authorisation get released from the credit card?

This varies dependent on your individual credit/debit card. Upon your check in your room charge and any extras will be charged to your card and this will appear on your credit card statement within 3 working days

If you choose to pay the balance with another credit card or cash we will cancel the preauthorisation and this could take a few working days to clear in your account

20. Concessions and Promotional Offers

- SoBo may from time to time run promotional offers entitling certain individuals or groups to free or reduced cost accommodation and/or other products/services. Such offers are subject to the specific terms and conditions relating to that offer
- 3 night / 5 night / Weekly/ Bi-weekly and Monthly Rates and all other Offers are **100% non-refundable** and non-transferable so please ensure you wish to stay for the full period before paying or consider paying by the day.

21. SoBo`s Liability to its Customers

If SoBo has to cancel a booking

- In the rare event that SoBo has to cancel a booking we will make every effort to ensure none of the essential elements of the trip are changed.
- SoBo will offer the customer an option of accepting the amended booking, choice of alternative booking or receiving a full refund of all monies paid less value of any services and goods received.
- If for any reason SoBo has to make a significant change to the hostel stay once the trip has begun, the Customer is obliged to accept any reasonable alternative.
- A significant change is one which would materially affect the Customer`s trip.
- SoBo will cancel a trip, without refund, if any member of a party behaves unreasonably or causes offence to other hostel guests, staff, neighbours or external service providers. This also applies if there is any damage to property or goods within the hostel environment.

Our Liability

- SoBo accepts responsibility for any damage caused to Customers as a result of any failure to perform or improper performance of the accommodation/catering services SoBo has agreed to provide to the Customer. SoBo will not be responsible for failure or improper performance when:
 1. such failure is attributable to the Customer or a member of their party
 2. such failure is attributable to a third party unconnected with the provision of services and is unforeseeable or unavoidable
 3. such failure is due to Force Majeure, including, but not limited to, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial dispute, natural disaster, fire, Act of God, terrorist activities, technical problems with transportation, closures of airports, ports and/or ferries, quarantine, epidemics, weather conditions, government action or other events outside our control.
- SoBo is not responsible for any arrangements a Customer makes with external providers whilst staying at SoBo.

22. Circumstances Out Of Our Control

- SoBo cannot accept any liability and will not consider payment of compensation where the hostel booking could not be fulfilled due to circumstances which we or our suppliers could not, even with due care, have foreseen or avoided. Such events may include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial dispute, natural disaster, fire, Act of God, terrorist activities, technical problems with transportation, closures of airports, ports and/or ferries, quarantine, epidemics, weather conditions, government action or other events outside our control.
- For other unforeseen internal operational reasons, SoBo may occasionally be forced to change or cancel one or more destination hostels. In such cases, every effort will be made to contact you in advance, using the contact details supplied at the time of booking or during any subsequent communication. In such cases, no surcharge will be made where customers are required to be relocated to a different hostel or alternative accommodation.

23. Third Party Liability

- Any third party "activity provider" with whom SoBo works on your behalf or whom you work with directly will be covered by their own public liability insurance.

24. Accidents and Injury

- As far as the law allows, SoBo takes no responsibility for loss to any Customer as a consequence of this agreement or the occupancy following thereon.

25. Insurance

- Our premises are covered by "New India" standard protection and liability insurances. If you require a copy in advance, this can be obtained from the Reservations Department on request. Customers are not, however, covered by our insurance for personal injury, damage or theft of property whilst at SoBo House, or public transport delays/cancellations. You are advised to ensure that you are covered independently for such events. We recommend personal travel insurance, including cancellation insurance.

26. Complaints

- Many problems can be rectified if you inform us as soon as they happen.
- If you have a justifiable complaint you should notify the Hostel Manager/Deputy Manager immediately. If any complaint is not resolved immediately or cannot be dealt with at the time, you should write to the

Customer Service at

SoBo House 11 Seafield Road City of Brighton & Hove BN3 2TN within 28 days of your stay

- In extreme cases you can call 01273 206070 , 24/7 and we will endeavour where possible to resolve the difficulty.
- Where a customer is happy with the service received from SoBo House, or where constructive criticism can be made which will help us to improve our service in future, you are invited to complete our online feedback form on www.roomsinbrighton.co.uk

27 Governing Law

- The contract between SoBo and the Customer, and any matters arising from it, will be governed by British law. British Courts will have exclusive jurisdiction to deal with all disputes.

28. Your Information

- SoBo House follows strict security procedures in the storage and disclosure of information given to us, to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of identity before we are able to disclose sensitive information to you.
- SoBo House will ask you for personal information such as Name and Contact Details for the purpose of making reservations.
- We may use the information you have given to inform you of future services or special offers relating to SoBo

- SoBo does not sell, trade or rent customers personal information to others. The only exception is when we take a booking on behalf of an adopted/affiliate hostel and pass on your booking details to the manager or staff of that hostel. Details will be inputted to our internal systems only, and will not be accessible by the general public. SoBo may provide aggregate statistics about our customers, sales, traffic patterns, and related site information to reputable third-party vendors, but these statistics will include no personally identifying information.
- We never disclose information about a guest to any other person or organisation without your consent unless there is an emergency situation that requires it or we are legally required to do so.
- Calls to the Reservations Department may be recorded. SoBo is allowed to monitor telephone calls to ascertain compliance with regulatory or self-regulatory practices or procedures, or to ascertain or demonstrate standards which are or ought to be achieved.
- If you would prefer not to receive marketing and promotional materials and information from SoBo please contact us
- All customers have a right to make a subject access request under the Data Protection Act 1998. To do so, please contact us directly.

29. Definition of an Individual Booking

- Any booking is regarded as an individual booking. One person from the party will be responsible for making the booking and arranging payment, and this person is regarded as the Lead Person. The Lead Person will be the point of contact for all correspondence and will also be the primary contact within the hostel during the stay.

30 How to Book

- Individual bookings can be made online through www.roomsinbrighton.co.uk or a number of external booking channels; by contacting the Reservations Department on 01273 206070 or at info@roomsinbrighton.co.uk

31. Payment

- All individual bookings must be paid in full at the time of check In

32 Changing or Cancelling a Reservation

- Cancellations will only be valid if they are made in writing to info@roomsinbrighton.co.uk. An administration fee of 10% of the total booking fee will be charged for all valid cancellations.

See our full cancellation terms under our faq`s section

[http://www.roomsinbrighton.co.uk/documents/Cancellations %20No-Shows and Changes to your booking.pdf](http://www.roomsinbrighton.co.uk/documents/Cancellations%20No-Shows%20and%20Changes%20to%20your%20booking.pdf)

Changes to a confirmed reservation (e.g. changes in dates of stay or changes in numbers of people and nights booked) are subject to availability of a suitable alternative and are subject to any additional costs incurred in making the changes to accommodate your request. If you prepone or postpone an entire booking you would be expected to pay the difference in the rates/tariff based on the date the booking is moved to. We will inform you of the amount of any additional costs when you request any changes and shall agree such costs with you before any such changes are confirmed.

33. Additional Specific Terms and Conditions for Group Bookings

34. Definition and Requirements of a Group Booking

- Group bookings are defined as an organised group of 4 people or more.
- Every group is required to have a leader, regarded as the Lead Person, who is responsible for making and paying for the booking and is the main point of contact before, during and after the stay.
- The Lead Person is required to be resident within the hostel throughout the duration of their booking.
- The Lead Person must be aged 18 years or over.
- For all group bookings, SoBo must have a direct mobile contact with the lead person whilst travelling, and a contact email address.

35. Payment

- All deposits/payments made by credit or debit card will be transacted at the time of booking confirmation, not on arrival at the hostel.
- You must pay the balance of your booking upon arrival stated on your confirmation booking statement/invoice, If full payment is not received by the stated date, the booking will be cancelled.
- If the booking is made within 6 weeks of arrival, full or half payment will be required at the time of booking.
- We will send you or your travel agent the confirmation invoice, together with these booking conditions and any other specific information requested.
- Once SoBo has received your deposit, this will form a binding contract with you.
- SoBo may apply an administration charge of 10% of the total invoice cost for all group bookings where additional services are requested

36 Changing or Cancelling a Booking

- If you need to change your booking please let us know immediately by e-mail or phone.
- Cancellations must be confirmed by email
- If you or any of you party requires to cancel or change their hostel stay once it has been confirmed, the Lead Person must inform us by e mail to info@roomsinbrighton.co.uk. We will then ask you to pay any cancellation charge as shown in the cancellation table above .

- Additionally, we will charge you for any monies we have already paid at the time of cancellation to a third party supplier. This may include, but is not limited to, activity providers and transport providers, tourism/educational venues, food and drink
- Additionally, if SoBo is charged a cancellation fee by a third party supplier, we will pass on that cost to be recovered from the Customer.
- These costs include money we have to pay to suppliers and any money we lose as result of the cancellation
- If you wish to add to your party numbers, please ensure you contact us immediately to check availability. If no advance notification is given, SoBo reserve the right to refuse any late additions.
- We reserve the right to use any money already paid to cover cancellation charges and/or charge the payment card used to make your reservation or from payment cards given to us by another party of the group
- Late reductions in numbers will be charged as per our cancellation policy.
- Cancellation charges will also apply for any meals booked in advance. If cancelled more than 2 weeks in advance, the cost of the meals will be refunded in full. If cancelled less than 2 weeks before the arrival date, the full cost of any meals booked will be charged.

37. Arrival and Departure

- Individuals can normally check into the hostel from 15:00.
- On arrival at the hostel the lead person is required to sign all relevant registration documentation. The Lead Person is required to present a full list of participants for fire regulation purposes to hostel reception staff.
- Luggage storage for early arrivals may be available at the hostel, but this should be checked with the hostel in advance.
- Guests are expected to leave the hostel by the required departure time, notified at hostel reception, this is normally 10:00 hours.
- On arrival, for group parties, the lead person must agree to be responsible for the discipline and behaviour of their party at any time during their stay and provide a mobile phone number to be contactable at all times. The Lead Person may be liable for damage caused by the action of their party members and/or be asked to remove their group from the hostel if behaviour is unacceptable
- Rooms prior to occupation are checked for damage and signed off by a manager; you must report any damages or issues with standards prior to unpacking / occupying of your room(s)
- Any damage and / or cleaning to rooms or its contents, fixtures / fittings will be charged to the group
- If any damage charges are to be made we reserve the right to recover fees using card details held or from deposits held for late checkout / damage and / or cleaning – Full details will be held in the form of photos / videos/ invoices for repairs / replacement items / cleaning costs and can be made available upon request
- On departure, guests are expected to leave the hostel by the required departure time, notified at hostel reception, normally 10:00 hours but this is extendable

Damage includes, but is not limited to, any of the following:

- Broken furniture such as bunks, beds, windows cupboards, tables and chairs, damaged light fittings and globes, graffiti or defacing of walls, beds, additional cleaning, fire sensors removed, fire call points pressed or extinguishers being tampered with or discharged will result in £100.00 fee per unit
- We reserve the right to recover fees (minimum charge £50.00) from card details or from cash deposits held from any guest for loss of payment where for example you have allowed a third party to enter the property, your pin code has been passed to a third party who has then made use of goods or services i.e. staying without permission to do so or a non paying third party is brought into any part of the property by you or your group
- If we are required to call our private security company to deal with any disorder / breaches of our terms and conditions then a fee of £150 will be charged to your card for each call out
- We may consider legal action to recover our full costs for loss of payment for examples listed above

38. Groups with Children

- To ensure the rights of children are protected and risk minimised, SoBo accommodate children travelling as part of a bona fide group or school through the following:
 - o Young people over 5 years and under 16 years will be accommodated in same sex room accommodation designated for their group use only.
 - o All group leaders (Lead Persons) and drivers will be accommodated in separate accommodation from their group members where possible. Separate accommodation may be subject to a supplementary charge.
 - o SoBo requires the Lead Person to hold in their possession medical details and emergency contact details for each child in their care and make this available to SoBo staff in emergency situations.
 - o The Lead Person is responsible for the behaviour of children in their care at all times. SoBo does not accept responsibility for the care and supervision of children in our hostel.
 - o The Lead Person and all group participants are expected to adhere to the SoBo Code of Conduct at all times. Mixed sex groups should ensure they have adequate leaders of both sexes. The recommended ratio is 1:8 (according to child protection guidelines) and this may need to be higher for groups of children with special needs.

39. Additional Specific Terms and Conditions for Internet Bookings

40. Definition of an Internet Booking

- It is possible to book SoBo accommodation through third party internet websites. Such bookings are subject to the terms and conditions of SoBo's terms and conditions laid out in this document.
- Prices and dates displayed for SoBo bookings are for beds in shared dormitory accommodation only. Room prices when available are given as an extra option during the booking process.
- Private rooms are available at the hostel throughout the year at an additional cost. If rooms are available you will be given the option to upgrade during the online booking process.

41. Lost Property

Lost property will be kept for a period of one calendar month, before being removed.

We are happy to provide a copy of our terms in any language subject to Google translation limitations

SoBo House and BYH are our hostel brands with dormitory style beds

SoBo Guest House is private room accommodation only



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Guests are bound by the latest copy of Terms and Conditions.
Our Terms and Conditions may change from time to time.
Please ask reception for the latest copy.