

TERMS AND CONDITIONS OF ONLINE BOOKING SERVICE

1. OUR AGREEMENT

- 1.1 These terms and conditions ("**Terms**") govern the use by you, the customer ("**You**" "**Your**"), of the online booking service ("**Online Booking Service**") offered by Liberty Living plc ("**We**", "**Us**", "**Our**"). These Terms are only available in the English language.
- 1.2 Please read these Terms carefully before making a booking for a room within one of Our residences ("**Booking**"). You should keep a copy of these Terms for future reference. Click [here](#) to print or download. We will keep a record of any Booking made by You.
- 1.3 By completing a Booking with us, You are entering into a legally binding agreement with Us, as set out in these Terms ("**Booking Agreement**"), for the Booking of a room within one of Our residences ("**Room**"). The Online Booking Service provided by Us under this Booking Agreement includes the processing of Your Booking and the holding of a Room for You.
- 1.4 By submitting Your Booking, You are also agreeing to the terms of an Assured Shorthold Tenancy Agreement ("**AST**"), which is separate to this Booking Agreement and governs Your use of the Room (see clause 2.7.1 below).
- 1.5 By using the Online Booking Service, You confirm that You will be at least eighteen years old on the commencement of the term of Your AST. If You will be under eighteen years of age on the commencement of the term of Your AST You may not use the Online Booking Service, and should contact Our residence team using the details available on Our [Contact Details](#) page to arrange to book a Room by other means.

2. USING THE ONLINE BOOKING SERVICE

To complete a Booking You must go through the steps set out in this clause 2.

2.1 Create a username and password

- 2.1.1 To use the Online Booking Service, You must register a username and password.
- 2.1.2 You are responsible for maintaining the confidentiality of Your password and username and are responsible for all activities that are carried out under them. We will not be liable where Your password or username is used by someone else without Your authorisation.

2.2 Room type and residence

2.2.1 Please select the location (residence) and type of the Room You would like to book

2.2.2 As soon as You complete Your Booking and We confirm by email that Your Booking is being processed, We will hold a Room for You. We will subsequently confirm the specific Room allocated to You. The Room allocated to You will be in the residence selected by You.

2.3 Enter Your Personal details

2.3.1 In order for Us to process Your Booking, You must submit certain personal details. We will only use Your personal details in accordance with Our Privacy Policy. Please read Our [Privacy Policy](#), as it contains important information about the use of Your personal data and other information regarding Your privacy and Our security processes and policies.

2.3.2 We will co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of or locate anyone breaching these Terms or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders. There may be other circumstances in which We may be required by law to disclose information about You or Your use of the Website.

2.4 Room preferences

2.4.1 Wherever possible, We try to allocate Rooms so that You and those in nearby rooms will feel comfortable living close to one another. In order to help Us allocate You to a suitable Room, We request that You enter any personal preferences that You may have.

2.4.2 We cannot, however, ensure that the Room allocated to You will match the personal preferences set out in Your Booking.

2.4.3 You must also state whether You have any disability-related requirements. We take such steps as We are reasonably able, in all the circumstances of each case, to accommodate disability related requirements. There is a limited number of disabled-access rooms and these are subject to availability. If You require a disabled-access room and We are unable to allocate one to You or We are not reasonably able to accommodate Your needs in relation to a standard room, We will contact You as soon as possible to help You make the necessary alternative arrangements.

2.4.4 In the event that no Bookings for disabled-access Rooms are made in relation to a particular residence, such Rooms may be allocated to those without disability-related requirements.

2.5 Instalment schedule and details of Guarantor

2.5.1 If You are a United Kingdom resident or if You wish to pay in three instalments, In order to complete Your Booking You must provide details of a United Kingdom resident guarantor to guarantee Your obligations under the AST ("**Guarantor**"). You must get the consent of Your Guarantor to submit their personal details to Us. By entering the Guarantor's details, You are confirming that You have the Guarantor's consent to submit the Guarantor's personal details to Us.

2.5.2 If You must have a Guarantor in accordance with clause 2.5.1:

2.5.2.1 Once Your Booking has been completed, We will send You and Your Guarantor a guarantor's form ("**Guarantor's Form**"), which must be signed by the Guarantor and returned to Us as indicated on the Guarantee Form.

2.5.2.2 Your Booking is subject to receipt by Us of the signed Guarantor's Form. If We do not receive the signed Guarantor's Form by the date of the commencement of the term of Your AST, We may terminate this Booking Agreement in accordance with clause 4.6.

2.5.3 You are entitled to select whether You will make the Future Payments in separate instalments (see clause 3 below).

2.6 Confirm Booking details

2.6.1 Once You have completed all the steps set out at clauses 2.1 to 2.5, You will be given an opportunity to review the details of Your Booking and correct any errors You have made in entering the details of Your Booking.

2.6.2 When You have reviewed the details of Your Booking and corrected any errors You have made in entering the details of Your Booking, you must confirm Your Booking details to conclude Your Booking. When You confirm Your Booking details, you are entering into the Booking Agreement, a legally binding agreement with Us, as set out in these Terms.

2.7 Accept these Terms and the Assured Shorthold Tenancy Agreement (AST)

2.7.1 As part of Your Booking, You must agree to these Terms and the terms of the AST. You can access the AST via the Online Booking Service before completing Your Booking. A copy of Your AST will be sent to You when You have completed Your Booking which You should keep for Your records.

2.8 Complete Booking

2.8.1 When You have completed all the steps set out at clauses 2.1 to 2.7, you may click "Complete Booking" to conclude Your Booking. When You click "Complete Booking", you are entering into the Booking Agreement, a legally binding agreement with Us, as set out in these Terms.

3. PAYMENT OF BOOKING FEE/DEPOSIT AND AUTHORISATION OF FUTURE PAYMENT OF INSTALMENTS

3.1 When You complete Your Booking, You are agreeing to submit an up-front payment for the processing of Your Booking, which also acts as the deposit paid by You in relation to the AST ("**Booking Fee/Deposit**") and to authorise the future payment of instalments in relation to the rent payable under the AST ("**Future Payments**").

3.2 You may either pay the Booking Fee/Deposit and authorise the Future Payments on the date that You complete Your Booking or You may log back into the Online Booking Service later and do so at any time within (7) days of You completing Your Booking or, if earlier, by the start-date of Your AST.

3.3 You may submit such payments using a credit card or debit card. If You use a credit card, an additional 2% credit card processing charge is payable.

3.4 The prices of Rooms are set out on the Site and will be notified to You when You use the Online Booking Service.

3.5 You confirm that the credit/debit card that is being used is Yours or that You have the authority of the card-holder to make the payments set out at clause 3.1 using that credit/debit card. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of the card refuses to authorise payment We will not accept Your Booking and We will not be responsible for any delay or non-availability in relation to the Room. We are not obliged to inform You of the reason for the refusal.

3.6 We are not responsible for the card issuer or bank charging You or the card-holder as a result of Our processing of the credit/debit card payments in accordance with Your Booking.

4. TERM AND CANCELLATION

4.1 When You have successfully completed all the steps set out at clause 2 above, Your Booking will be complete ("**Service Start-Date**"). We will subsequently notify when You have been allocated a specific Room. The keys for Your Room will be made available to You at the residence selected by You, on the date of commencement of the term of Your AST.

4.2 The provision of Online Booking Services under this Booking Agreement shall commence at the Service Start-Date and shall continue until the start-date of the AST or, if earlier,

the date You actually take up occupation of the Room, unless terminated earlier in accordance with this clause 4.

4.3 **Cancellation by You**

If You wish to cancel Your Booking at any time, You must inform Us immediately by contacting Our residence team using the details available on Our [Contact Details](#). You agree that from the Service Start-Date, You will not have the right to cancel your booking or claim a refund of Your Booking Fee/Deposit unless:

4.3.1 this is Your first year of study and You advise Us by e-mail no later than 27 August 2009 that You have not been accepted by the University of Your choice and wish to cancel Your Booking; or

4.3.2 You find a replacement tenant, acceptable to Liberty Living, who wishes to replace You as occupier of Your Room and enter into an AST with Liberty Living on terms equal to the AST entered into by You,

in which case:

4.3.3 £100 of Your Booking Fee/Deposit will be retained by Us in respect of administration costs and the remaining £100 of Your Booking Fee/Deposit will be refunded to You;

4.3.4 We will cease to provide the Online Booking Services; and

4.3.5 We may re-allocate Your Room.

You will still have the right to terminate the Booking Agreement in the circumstances described in clause 6.1.

4.4 **Cancellation by Us**

We may have to cancel Your Booking if We are unable to allocate You a Room matching Your Booking due to any cause beyond Our reasonable control which prevents Us from providing the Online Booking Services or fulfilling any of Our other obligations under this Booking Agreement and includes but is not limited to unanticipated excessive demand, fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God ("**Events Beyond Our Control**"). In the event that We have to cancel Your Booking, We may terminate this Booking Agreement by giving You notice in writing by email. In the event of such cancellation by Us, We will cease to provide the Online Booking Services, We may re-allocate Your Room and We will refund Your Booking Fee/Deposit and cancel the Future Payments.

4.5 We may also have to cancel Your Booking if the successful processing of a Debit / Credit Card payment for the Booking Fee/Deposit and a mandate for the Future Payments do not occur within seven days of You completing Your Booking or, if earlier, by the start-date of Your AST. In these circumstances, we may terminate this Booking Agreement by giving You notice in writing by email. In the event of such cancellation by Us, We will

cease to provide the Online Booking Services, We may re-allocate Your Room, We will refund any Booking Fee/Deposit successfully processed outside of such time limit and We will cancel the Future Payments.

4.6 We may also suspend the Online Booking Services and terminate the Booking Agreement without notice in the following circumstances:

4.6.1 if You breach any of Your obligations under this Agreement;

4.6.2 if We do not receive a completed Guarantor's Form by the date the term of Your AST commences in accordance with clause 2.5; or

4.6.3 if bankruptcy proceedings are brought against You, or if You do not pay a court judgment on time, or if You make an arrangement with Your creditors or if Your assets are the subject of any form of seizure.

In the event of such cancellation by Us, We will cease to provide the Online Booking Services, We may re-allocate Your Room and We will cancel the Future Payments but You will not be entitled to a refund of Your Booking Fee/Deposit.

5. **OUR LEGAL OBLIGATIONS AND LIMITS ON OUR LIABILITY**

5.1 We accept liability for death or personal injury caused by Our negligence or that of Our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by Us or Our employees or agents.

5.2 You have certain statutory rights. These include that We will provide the Online Booking Services to a reasonable standard and within a reasonable time. Nothing in these Terms is intended to affect Your statutory rights. For more information about Your statutory rights contact Your local Citizens Advice Bureau or Trading Standards Office.

5.3 If We breach these Terms We shall only be liable for losses which are a reasonably foreseeable consequence of such a breach. Losses are foreseeable where they could be contemplated by You and Us at the time of entering into this Agreement.

5.4 We are not responsible for:

- indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by You and Us at the time of entering into this Agreement, for example loss of profits or loss of opportunity;
- failure to provide the Online Booking Services or to meet any of Our obligations under this Agreement where such failure is due to Events Beyond Our Control.

5.5 Our total liability to You for any loss or damage arising in connection with this Booking Agreement shall be limited to the value of the Booking Fee/Deposit actually paid by You.

6. GENERAL

6.1 Changes to Terms

We are constantly looking for ways to improve and expand the Online Booking Services. We may amend these Terms from time to time in order to reflect changes to the Online Booking Services or for legal, regulatory or security reasons. We will give You reasonable notice by email of any changes to these Terms. You may end this Agreement by giving Us notice by email if We tell You We are going to change these Terms to Your detriment.

6.2 Notices

If We need to provide notice to You in relation to this Booking Agreement, We will do so by email to the email address which You have given in setting up Your Booking. If You need to provide notice to Us in relation to this Booking Agreement, please do so by contacting Our residence team using the details available on Our [Contact Details](#).

6.3 Transfer of this Agreement

6.3.1 We may wish to transfer Our rights and/or obligations and/or sub-contract Our obligations under this Agreement to another other legal entity. You agree that We may do so provided that:

- this will not affect the standard of service You receive under this Agreement;
- any transfer of Your personal data will be made in accordance with Our Privacy Policy; and
- in the case of transfer only, after We notify You of the date on which We will transfer Our rights and obligations under this Agreement to another legal entity, Your only rights under or in connection with this Agreement will be against the new legal entity and not against Us.

6.3.2 This agreement is personal to You. You may not transfer Your rights or obligations under this Agreement to anyone else.

6.4 Remedies for breach by You

If You breach these Terms and We take no action against You, We will still be entitled to use Our rights and remedies in any other situation where You breach these Terms.

6.5 Severance

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

6.6 **Third party rights**

These Terms are not intended to give rights to anyone except You and Us. This does not affect Our right to transfer this Agreement under clause 6.3.

6.7 **Disputes**

We will do Our best to resolve with You any disputes over this Agreement. If You wish to take court proceedings against Us You must do so within the United Kingdom. If You live in England or Wales the laws of England and Wales shall apply and if You live in Scotland, Scottish law shall apply.

7. **GENERAL INFORMATION ABOUT US**

7.1 We are Liberty Living plc, a company registered in England and Wales under registration number 4055891 and Our registered address is Level 32, 30 St. Mary Axe London EC3A 8BF.

7.2 If You have any questions, complaints or comments on this Website then You may contact Us using the details available on Our [Contact Details](#) or by emailing onlinesupport@libertyliving.co.uk.

7.3 Our VAT number is 497 6383 82.

7.4 We subscribe to the National Code of Standards for Larger Developments which may be accessed via <http://www.anuk.org.uk/LargeCode/Largercodeprivate.pdf>.