### **Terms and Conditions**

#### PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE.

These terms and conditions relate to your reservation of a room in halls of residence owned by DMU or one of our partner organisations as listed on our website which we refer to as a 'Provisional Booking'.

When you make a Provisional Booking on our website, you will be asked to tick a box to accept the online booking Terms and Conditions. You will not be able to complete your Provisional Booking unless you do this. By ticking in the box this confirms that you have read and accepted these terms. We strongly recommend that you read the terms before accepting.

If you do not accept the Terms and Conditions, please discontinue using our booking website.

The first stage of completing your room reservation will require you to make a Provisional Booking and an initial Booking Payment of £200.00 The booking process is only completed when the Provisional Booking is subsequently confirmed.

### 1. DATA PROTECTION - YOUR DATA AND RIGHTS

- 1.1 Under the terms of the Data Protection Act 2018, The General Data Protection Regulation (GRDR) and any superseding legislation ('the Data Protection Legislation'), DMU can only process your personal data for certain lawful reasons.
- 1.2By personal data, we mean your **name**, your **address**, your **phone number**, your **date of birth**, your **email address**, your **nationality**, your **course**, your **course offer status**, your Student ID **number** and your **gender**.
- 1.3 The lawful reason for which we will process your personal data is performance of a contract, in order to reserve you a room as part of our accommodation contract with you. We are not able to reserve a room for you in our accommodation or with one of our partner providers without this information.
- 1.4In addition if you have a disability or health condition which you make us aware of we require an additional lawful reason to process that data, and we will process that information only if we have your explicit consent and that will be the lawful reason for processing.
- 1.5 What we mean by **processing** is that we will **hold your personal data** securely at UK based servers for the purpose of administrating, managing and maintaining your application for accommodation and If you have selected accommodation owned by one of our **Partner Providers**, in order to process

your accommodation application we will also **need to share your personal data with them** so that the Partner Provider is able to process your accommodation offer.

- 1.6 We will not transfer any of your personal data outside of EU.
- 1.7The Data Protection Legislation gives you the right to access information held about you. Questions, comments or requests about your personal data can be sent to dpa@dmu.ac.uk
- 1.8 Our Privacy Notice explains how we process personal data and your rights and can be found at the following link <a href="https://www.dmu.ac.uk/policies/data-protection/data-protection.aspx">https://www.dmu.ac.uk/policies/data-protection.aspx</a>
- 1.9 DMU will retain your data for 6 years from application and then will securely delete it from its systems.

#### 1. Accommodation Prices

- a) Please note the Provisional Booking is for your room only. Separate terms and conditions apply for other services i.e. internet and laundry services
- b) The rate for each room is as published on our website at the time of your Provisional Booking
- c) For the avoidance of doubt all room prices are per room, per week and for the contract period stated for your chosen Hall.

### 2. Making a Provisional Booking

- a) You must make an initial payment of either £200.00 at the time of making your Provisional Booking (hereinafter referred to as "a Booking Payment"). Please see Section 3 of these terms and conditions for further details of the Booking Payment.
- b) The Booking Payment must be made within 24 hours of the booking request otherwise the booking will be cancelled. The payment can be made using a debit or credit card via our online payments page.
  - If you are unable to pay the Booking Payment via a debit or credit card then you must contact DMU's Accommodation Office to make alternative payment arrangements. If you elect to pay by cheque your booking will be held for 5 working days.
- c) Accommodation bookings via the on-line system are booked on a "first come first served" basis.

# 3. Payment

(i) The Booking Payment of £200 is allotted as follows:

Advance Rent Payment	Damage Deposit
Applegate Place	Bede Hall
Filbert Village	Liberty Court
Newarke Point	Liberty Park
Newarke Street	Liberty Court Annex
St Martins House	Merlin Heights
The Glassworks	Waterway Gardens
The Grange	
Upperton Road	

- (ii) the £200.00 will be paid by DMU to your chosen Hall after the contract start date once all contractual arrangements have been signed and necessary payments made.
- b) The Booking Payment must be made within 24 hours of making the Provisional Booking. Failure to do so will result in cancellation of the booking. Email confirmation of the cancellation will be sent to the email address you have provided.
- c) In the event that three bookings are cancelled due to non- payment of the Booking Payment the application will be cancelled. If you subsequently wish to book a room you will be required to make the booking payment prior to your application being activated again.

# 4. Confirmation of Booking

a) All students will need to confirm their bookings within the following deadlines as:

Date of Booking	Confirmation Deadline
Prior to 23 <sup>rd</sup> July 2019	30 days
24 <sup>th</sup> July – 14 <sup>th</sup> August 2019	23 <sup>rd</sup> August 2019
On or after 15 <sup>th</sup> August 2019	7 days

## a) Cooling off period.

- a. Unconditional Firm students, 14 days from the completion of the relevant tenancy documents.
- b. Conditional Firm students, 14 days from the date your status changes to Unconditional Firm.
- c) Failure to meet the deadline will result in cancellation of the booking. Email confirmation of the cancellation will be sent to the email address you have provided.
- d) Upon confirmation of your Provisional Booking, you are committed to a Hall of Residence and further rent payment will be due as per the payment schedules and guidelines specified in the contract. Please note this may require further rent payment in advance of your arrival at the University.

#### 5. Cancellations and Refunds

## a) Provisional Bookings (all residences)

You may cancel your Provisional Booking at any time by emailing the Accommodation Office and your Booking Payment will be refunded.

## c) Confirmed Bookings (all residences)

Once you have confirmed your Provisional Booking you will be liable to pay the full rent for the duration of the contract. You will be able to cancel the booking if you hold a conditional firm offer or if you are still within your 14 day cooling off period and your Booking Payment will be refunded.

- c) All Students who do not meet the terms of their conditional offers, or who are not offered a place at DMU or who choose to cancel their Provisional Booking at any time will be automatically entitled to a refund of the Booking Payment.
- d) Students who do not confirm their Provisional Booking within the stated timescales refer to Section 4 will have their Provisional Booking cancelled and the Booking Payment refunded.

- e) Students who wish to cancel their Confirmed Booking in <u>Bede Hall, New Wharf Hall and Waterway Gardens</u> because they will not be taking their place at the University, must contact the Accommodation Office prior to their enrolment date. Once their status has been confirmed by the faculty the student will be refunded their Booking Payment.
- f) For new international (EU and Overseas) students, if circumstances beyond your control prevent you from travelling to the UK to study, or you fail your English language test or if your visa application is refused, the University will arrange a refund of your Booking Payment as well as any other advance rental or damage deposit payments which you have previously made towards your University arranged accommodation. This refund is conditional on you notifying the Accommodation Office by 7th October 2019.

To obtain a refund you must email the Accommodation Office stating your case and providing appropriate evidence, such as notification of your visa refusal or other supporting evidence of exceptional circumstances.

#### 6. General

- a) DMU have the right to change the room that you have booked for a room of the same type for operational reasons. Any such change will be notified to you via email.
- b) All accommodation is sole occupancy.
- c) All accommodation is non-smoking.
- d) It is not possible to make group or multiple bookings.
- e) In some circumstances, for operational reasons DMU may need to change a single gender flat to mixed gender or vice versa. In such circumstances we will notify you via email. You will have the opportunity to accept the change and continue with the booking or DMU will make an offer of suitable alternative accommodation. If neither is acceptable to you, you have the right to cancel the booking.
- f) You cannot transfer your Provisional Booking to another individual. Any attempt to do so will result in DMU automatically terminating your Provisional Booking and refunding the Booking Payment.
- g) References to University-sourced accommodation includes both DMU owned or managed halls of residence and halls of residence run by our partner providers or private companies.

- h) The Guarantee of University-sourced Accommodation for International Students is only valid subject to fulfilling the terms of the guarantee in their entirety.
- i) Meals are not included in the room price.
- j) Students must update any changes in personal contact information (telephone – landline, mobile telephone and e-mail address) as soon as possible and the University will not be held liable where the student fails to do this.
- k) DMU does not pass on your personal details for marketing purposes to any third parties.
- Throughout the duration of your contract the private accommodation provider and DMU will share relevant information in respect of your welfare, behaviour and enrolment status as deemed necessary.
- j) Any accommodation booking made via the DMU website is always subject to availability and business requirements. The University will designate rooms based on geographical student accommodation requirements. These designations are based on predicted forecasts which can fluctuate regularly allowing the university to remain agile in order to meet student requirements.

#### **Contact Details**

DMU Accommodation Office Estates and Commercial Services 1.07 Estates Development Building The Gateway Leicester LE1 9BH

Telephone: +44 (0) 116 257 7577 Email: accommodation@dmu.ac.uk