



UNIVERSITY
OF SUSSEX

**TERMS AND CONDITIONS OF BOOKING
UNIVERSITY OF SUSSEX SUMMER BOOKINGS SERVICES**

These Terms and Conditions apply to reservations made by an organisation (“the **Booking Party**”) for or on behalf of residence by nominated occupiers (“the **Occupants**“) in accommodation owned or managed by the University of Sussex (“the **University**”).

Bookings are made and accepted only on the following Terms and Conditions:

1. Bookings and Charges

1. The Agreement formed of these Terms and Conditions and the Booking Form (“the **Agreement**”) is between the Booking Party and the University. A contract is deemed to have been made once the Booking Party has paid a deposit (if applicable) or made full payment, and the University has issued a confirmation of booking. The Booking Party must not be in debt to the University at the time of booking.
2. The Booking Party who makes the booking is deemed to have agreed to these Terms and Conditions and will be responsible for all persons included in the booking and should ensure that they are all aware of these Terms & Conditions. The University reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with these Terms & Conditions.
3. Single rooms are for single occupancy only. Any Occupant found to be sharing, sub-letting or reassigning their room will be asked to leave and the Booking Party will face a fixed penalty charge of **£250**.
4. For bookings made prior to **1 June 2023** the deposit specified in the Booking Form is required at the time of booking. The Booking Party agrees to pay the balance of the booking cost on or before **1 June 2023** (the “Due Date”). The University shall endeavour to send an email reminder in advance of the Due Date, although delivery of such emails cannot be guaranteed. If the Booking Party fails to pay the balance of the booking cost by the Due Date the booking may be cancelled and the deposit retained by the University.
5. For bookings made on or after **2 June 2023**, the total amount of the booking cost is payable in full at the time of booking.
6. The Booking Party must ensure that correct details, including the number of rooms required, are provided to the University. When the Booking Form and invoice are provided by the University the Booking Party must check that they are accurate and notify any errors to the University as soon as possible. Refunds are only given in accordance with clause 2, unless the error has been made by the University in which case a full or proportionate refund will be given.
7. Except for educational visitor group bookings, VAT will be charged and be payable on all bookings. Any final year University students will be charged VAT once the summer term has ended.
8. Payment must be made to the bank details provided in the invoice
9. Bookings may be amended at the discretion of the University however, an administration charge of **£40 per change** will be applied.
10. A fee will be charged and payable for any lost keys and damages to the residence in line with the additional charges at Schedule 1 of this Agreement.

2. Cancellation and Refunds

1. All cancellations must be immediately notified to the Summer Bookings Services Team by telephone and then in writing to summerbookings@sussex.ac.uk. Contact details for the Summer Bookings Services Team are provided in the Booking Form and (if any) ancillary booking documents.
2. If a Booking Party cancels the booking prior to **1 June 2023** the deposit specified in the Booking Form will be retained. The University shall take reasonable steps to re-let the rooms booked. If the University is able to secure a booking for some or all of the rooms let, then a full or partial refund (as appropriate) of the deposit shall be given, less a reasonable charge for administration.
3. If a Booking Party cancels the booking on or after **2 June 2023** but more than 4 weeks prior to the booking period commencing, the full amount of the payment is due and payable and the deposit shall be retained. The University shall take reasonable steps to re-let the rooms booked. If the University is able to secure a booking for some or all of the rooms let, then a full or partial refund of the payment (as appropriate) shall be given, less a reasonable charge for administration.
4. If a Booking Party cancels less than 4 weeks prior to the booking period commencing then the full balance remains due and is not refundable.
5. Notwithstanding clauses 2.1, 2.2, 2.3 and 2.4 a Booking Party may cancel its booking without liability if it is required to pursuant to government advice or legislation in relation to the Covid-19 pandemic. The University shall refund all payments made if a booking is cancelled under this clause 2.5.
6. The University reserves the right to amend or change the booking where necessary, but will inform the Booking Party prior to their arrival. The University will not cancel a booking except if required to pursuant to guidance from the UK government in relation to the Covid-19 pandemic, in exceptional circumstances or in accordance with clause 3.6. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made, unless cancellation is made pursuant to clause 3.6 in which case no refunds shall be made. The University's liability for cancellation will be limited to the amount equal to payments received in respect of the booking.
7. If an amendment to the booking by the University results in a reduction to the total cost of the booking, then the University will refund the difference between the revised cost and any payments made. If a booking is amended and the Booking Party (acting reasonably) is dissatisfied with the amended booking the Booking Party shall be entitled to cancel the booking and receive a refund of any payments made.
8. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, flood, drought, earthquake or natural disaster, epidemic or pandemic, any law or action imposed by government or a public body, war or armed conflict, labour or trade dispute (other than by employees of the affected Party), or collapse of buildings, fire, explosion or accident. In such circumstances the affected Party shall notify the other Party as soon as practically possible of the likely cause, effect and duration. The affected Party shall be entitled to a reasonable extension of the time to perform its obligations under this Agreement. If the period of delay or non-performance continues for 4 weeks' the Party not affected may terminate this Agreement by giving 7 days' written notice to the affected Party.

3. Safeguarding

1. The Booking Party will supply the Summer Bookings Services Team with a list of Occupants allocated to each room booked at least 1 month in advance of arrival. The minimum age of Occupants staying in a residence as part of an organised group is 11 years.
2. The Booking Party shall provide Occupants with a link to the University of Sussex's Privacy notice <http://www.sussex.ac.uk/ogs/policies/information/dpa/privacynotice>

3. [The Booking Party will nominate a dedicated health and safety officer who shall be required to attend a fire safety induction presented by the University.](#)
4. Organised groups which include or comprise group members of the age of 11 to 17 inclusive must have in place a safeguarding policy which is compliant with current legislation. The Booking Party shall provide this to the Summer Bookings Services Team as soon as possible and in any event no later than two weeks before the Occupants take up residence. The safeguarding policy must include (but not be limited to):
 - a. A commitment to undertake an appropriate risk assessment of the campus together with a commitment to take appropriate steps to mitigate identified risks;
 - b. Ensuring that staff are properly trained in dealing with safeguarding concerns;
 - c. Obtaining appropriate levels of disclosure and barring service (DBS) checks on staff. A Booking Party based outside of the United Kingdom must undertake appropriate safeguarding and disclosure checks equivalent to DBS checks on all staff working with children aged 11-17; and
 - d. Having appropriate insurance in place.
5. The Booking Party shall ensure that this safeguarding policy is followed whilst the Occupants are staying in the University managed residence.
6. In the event that:
 - a. the Booking Party fails to provide a safeguarding policy in accordance with clause 3.4; or
 - b. having been notified by the University that in the University's reasonable opinion it is evident that a safeguarding policy does not satisfy basic safeguarding requirements and the Booking Party has failed to take satisfactory steps to remedy the concerns;
 - c. the University reserves the right to cancel the booking and in which case the University shall be under no obligation to refund any payments made.

4. Data Protection

1. For the purposes of this Agreement "Data Protection Laws" mean the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018 and any replacement, extension, consolidation or amendment of the same, along with any guidance or codes of practice issued by the Information Commissioner or any other designated Supervisory Authority in the UK.
2. The Parties acknowledge that for the purpose of the Data Protection Laws, they are each Data Controllers.
3. Each Party shall comply at all times with their obligations under the Data Protection Laws, including in relation to the rights of data subjects and the safeguarding of their personal data.
4. The Parties agree that personal data shared between them shall be limited to data that is necessary and proportionate for the purpose of group booking and occupation of residential accommodation at the University of Sussex.
5. Each Party shall ensure that it has all necessary and appropriate consents and requisite notices in place to enable lawful sharing and transfer of personal data to the other Party for the duration and purpose of the processing.

5. Check-in and check-out

1. Rooms are available from 14:00pm on the day of arrival, or at such time as otherwise communicated by the University to the Booking Party, from time to time. The University will endeavour to give reasonable notice of any change in the available time to the Booking Party ahead of the day of arrival. Check out is by 09:00am on the day of departure. Keys can be collected from the porter's office/reception for the residence. .
2. There is no exception to check out by 09:00am. If an Occupant departs after 09:00am the Booking Party will be charged for another night. If an Occupant departs after 09:00am or after the designated

leave date and it conflicts with another booking, we will charge the Booking Party a **£50.00** penalty each night as well as the cost of the room each night.

3. At the end of the booking period the Booking Party is responsible for ensuring that Occupants leave the residence and the communal areas cleared of their belongings and in a clean and tidy condition. The University reserves the right to make a charge to the Booking Party to cover additional cleaning costs if the residence is left in an unacceptable condition as set out in Schedule 1.

6. Occupancy and Residence Rules

1. The Booking Party shall adhere to the Residence Rules in Schedule 2 of this Agreement.
2. The Booking Party shall ensure that all Occupants are provided with a copy of the Residence Rules in Schedule 2 of this Agreement prior to occupation and shall take all reasonable steps to enforce the Residence Rules with Occupants.
3. The Booking Party is responsible for the conduct of Occupants and any invited visitors and for their observance of the Residence Rules. **Breaking any of these Residence Rules can result in charges and the University may require Occupants to leave the residence. The University reserves the right to charge the Booking Party for repairs to any damage caused to the residence by Occupants or for any excessive cleaning required in accordance with Schedule 1.**
4. Occupants under the age of 18 are not permitted in residences unless arranged in advance in writing with Housing Services and accompanied by at least one Occupant over 18 in each flat occupied. Occupants aged 11 to 17 years cannot share flats with Occupants over the age of 18 who are not part of their family or an organised group. Children aged 8 to 11 years are only permitted to stay in our residences if another Occupant is a member of their family. Children under the age of 8 are not allowed in our residences.
5. If an Occupant wishes to swap rooms then the Occupant must first notify the Booking Party. The Booking Party may pass the request to the University's Housing Services who will use reasonable endeavours to allocate an alternative bedroom.
6. Assistance dogs are permitted provided the Booking Party obtains written permission from the University at the time of booking.
7. The Booking Party or the Occupants should arrange insurance for personal possessions, The University does not accept responsibility for loss or damage to Occupants' personal possessions, bicycles or vehicles

7. Covid-19

1. The Booking Party agrees that it will take all necessary steps to minimise the risks of a Covid-19 outbreak occurring in the Accommodation to protect Occupants, students and staff at the University, and abide by any guidance, advice and legislation brought into force by the UK Government.
2. The University recommends that Covid-19 lateral flow tests are taken by all Occupants showing symptoms while in occupation.
3. If an Occupant takes a Covid-19 test and gets a positive result, we recommend reporting this to the University directly at summerbookings@sussex.ac.uk

If the University is made aware of a positive Covid-19 report, we reserve the right to suspend services which we consider (acting reasonably) are dangerous or could potentially place other residents or staff at risk of harm or injury for a period of 5 – 7 days. This includes, but is not limited to, cleaning or maintenance services.

4. Whilst the Booking Party will be responsible for the implementation of measures under clause 7.1 – 7.3 the University will take reasonable steps to support the Booking Party.

8. Force Majeure

1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations (except any obligation to make payment) under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, flood, drought, earthquake or natural disaster, epidemic or pandemic, any law or action imposed by government or a public body, war or armed conflict, labour dispute including but not limited to strike, lockout or boycott, collapse of buildings, fire, explosion or accident.
2. In such circumstances, the affected party shall notify the other party as soon as practically possible of the likely cause, effect and duration.
3. The affected party shall be entitled to a reasonable extension of the time to perform its obligations under this agreement. If the period of delay or non-performance continues for 4 weeks' the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

9. Additional information

1. Wi-Fi is not provided, but should be available via the free private provider O2. Further information can be found here: <http://www.sussex.ac.uk/its/services/networkandstorage/networkandinternet/visitor> For any Occupants in East Slope, the Wi-Fi provider is Optify. The 24 hour reception in East Slope can provide assistance.
2. All vehicles parked on campus are subject to the University regulations, parking fees and at a party's own risk. Further information can be found here <http://www.sussex.ac.uk/sef/services/transport/campus-parking/parking-for-visitors>

10. Building Works and Maintenance on the campus

1. As part of the exciting works to redevelop our campus, there will be **significant demolition, building, construction and maintenance work** in progress on the campus, including close to residential buildings in which Occupants will be placed. Whilst the contractors aim to minimise impact, inevitably there may be some dust, noise, disturbance and disruption caused by this. The works on campus may start as early as 8am. There may be short periods when services may be interrupted although the University shall use reasonable endeavours to notify the Booking Party of any known planned works as soon as possible in advance of them. The Booking Party agrees and accepts that these works are taking place and shall communicate this to all Occupants so that they are aware. Please contact the Summer Bookings Services Team at summerbookings@sussex.ac.uk with any queries about these works.

11. Maintenance and Complaints

1. Any issues regarding the maintenance of the building or operational issues within each building should be referred to the reception at the residence or the University 24 hour reception.
2. The University hopes that there will not be any cause for complaint but in the event of dissatisfaction the University will endeavour to resolve any complaints brought to its attention as soon as reasonably possible. Any complaints should be made by the Booking Party by email to the Summer Bookings Services Team at summerbookings@sussex.ac.uk. The University will not deal directly with any complaints from Occupants; any such complaints must be communicated to the Booking Party who can then raise it with the University using the email above.

12. Limitation of Liability

1. Subject to clause 12.2 below, the University is not liable for:
 - (a) The death of, or injury to the Occupants or invitees to the residence; or

- (b) Damage to any property of the Booking Party and/or Occupants or that of invitees to the residence; or
 - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Booking Party and/or Occupants or invitees to the residence in the exercise or purported exercise of the rights granted under this Agreement.
2. Nothing in clause 12.1 above shall limit or exclude the University's liability for:
- (a) Death or personal injury or damage to property caused by negligence on the part of the University or its employees or agents; or
 - (b) Any matter in respect of which it would be unlawful for the University to exclude or restrict liability.

13. Governing Law and Jurisdiction

1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 – ADDITIONAL CHARGES

Excessively dirty bedroom £40

Excessively dirty Ensuite £30

Excessively dirty kitchen or communal area £100

Replacement locks £75

Replacement keys £75 full set (if an individual key is lost or damaged, the price will be advised)

Carpet burns £50-£100 depending on the size

Setting off fire alarms £250

Covering smoke detectors £250

If significant damage or cleaning is repaired which will exceed these charges then the University reserves the right to charge the Booking Party at the University's standard hourly rate for the time taken to carry out the cleaning/repairs in addition to the costs of any items necessary for repair, including replacement if a repair is not possible.

SCHEDULE 2 – RESIDENCE RULES

The University requires all Occupants in its residence to behave respectfully towards all persons living and/or working in the residence or in University campus including but not limited to observing the following Residence Rules:

- i. Occupants must not do anything which may cause damage to the electrical installation or equipment in the residence or which may be a fire risk or in any way put the health and safety of others or the University's or other people's property at risk.
- ii. Occupants must not smoke in the residence (including e-cigarettes). Anyone found tampering with smoke detection equipment will be asked to leave and will face a £250 fine.
- iii. Occupants must not change, damage, affix to or attempt to repair the structure or decorative finish of the residence, the communal areas or the contents and must not bring additional furniture into the residence or communal areas.
- iv. Occupants must keep the residence and communal areas clean and tidy. At the end of the stay the Occupants must remove all belongings, clear all rubbish and food waste from the kitchen and communal areas, and ensure the residence is returned in the same condition as at the date of arrival.
- v. Occupants must not store any bicycle or scooter in the residence or communal areas.
- vi. Occupants must not use the residence for any other purpose than a study bedroom.
- vii. Occupants must use the bedroom allocated to them and may not swap with anyone else. If an Occupant wishes to move to an alternative bedroom, then they must notify their Booking Party who will liaise with Housing Services at the University to see if alternative accommodation can be offered.
- viii. Occupants must not cause nuisance to others, use or threaten to use violence, or verbally assault, harass or threaten to harass any person.
- ix. Overnight stays by visitors are prohibited. Visitors are required to book their own rooms if they intend to stay overnight.
- x. Parties are not permitted. Occupants under the age of 18 must not consume alcohol; adults age 18 and over may choose to consume alcohol but must do so safely and with consideration to other Occupants, and not become intoxicated
- xi. Occupants shall not allow or keep any animal, bird, reptile insect or fish in the residence or communal areas, save that prior written permission may be given for assistance dogs

If there are breaches of these Residence Rules then the University may charge the Booking Party including but not limited to the costs incurred for cleaning, repairs or replacements.