

## Terms and Conditions

### Oxford Brookes University's Online Accommodation Booking Terms & Conditions of Use

#### Welcome to Oxford Brookes University's Online Accommodation Booking System ("Booking System")

Please carefully read the Oxford Brookes University's Online Accommodation Booking Terms & Conditions of Use ("**Terms & Conditions**") below.

When you make any booking for accommodation using the Booking system you will be required to click a box to show that you agree to these Terms & Conditions.

Furthermore if you continue to browse & use this website you are agreeing to comply with, & be bound by, the following Terms & Conditions which will govern Oxford Brookes University's (or its commercial subsidiary company Oxford Brookes Enterprises Limited) relationship with you.

If you do not agree to these Terms & Conditions please do not continue to browse this site, input information or make any booking.

If you have any questions regarding the Booking System you can contact us by post, email or telephone at the following address:

#### Accommodation Bureau

Oxford Brookes University  
Lloyd Building  
Headington, Oxford OX3 0BP United Kingdom  
tel: 01865 484660

[accomm@brookes.ac.uk](mailto:accomm@brookes.ac.uk)

The term "the University" refers to Oxford Brookes University whose address is Headington Campus, Gipsy Lane, Headington, Oxford, OX3 0BP & "our" "us" or "we" or "Brookes" refers either to the University or "OBEL" (Oxford Brookes Enterprises Limited Co. Reg.

No. **02299189**, registered office address Oxford Brookes University, Gipsy Lane, Oxford, OX3 0BP).

The University reserves the right to provide accommodation to you through any of its commercial subsidiary companies including OBEL or its commercial partners including A2 Dominion Housing Group Ltd (<http://www.a2dominion.co.uk/>), Unite Students

(<http://www.unite-students.com>), CRM Student Accommodation Management (<http://crm-students.com>), Victoria Hall Student Accommodation (<https://www.victoriahall.com>)

The term “you” or “Customer” refers to any purchaser, user, or viewer of the Booking System website.

## **Section 1 Booking Process**

### **1.1 For University managed accommodation**

- Once your application has been considered and you have been made an offer of accommodation by the University you will be required to read and agree to all the terms and conditions attached to your licence or tenancy agreement linked to your booking.
- A sample licence or tenancy agreement can be viewed by clicking [here](#).
- Once you have confirmed that that you have read, understood and agreed to the terms and conditions in your licence or tenancy agreement you will be required to pay any booking confirmation payments and deposits mandated by your booking to secure your accommodation.
- You will be required to set up your preferred payment plan and arrange payment of your deposit and booking confirmation payment using the process within the booking system.
- Your booking will be confirmed by email which will include a copy of your licence or tenancy agreement that you can print for your records.

### **1.2 Partnership/third party accommodation**

If you are offered a room in Slade Park or The Mews accommodation you will receive notification of the offer from the University. You will then be directed to the website of the provider to complete the booking process. Once you go to the website of the relevant provider you will be subject to the terms and conditions therein.

If you are offered a room in Sinnet Court, Edna Rose or Champneys Court you will receive notification of the offer from the University. The operator (A2 Dominion) will contact you directly to proceed with the booking and you will be subject to the terms and conditions therein.

## **Section 2 General Provisions**

**You agree that your use of the Booking System website is subject to the following general Terms & Conditions:**

2.1 You agree that our electronic acknowledgement of order/or electronic receipt, these Terms & Conditions and any licence to occupy or tenancy agreement that we send you subsequent to your booking constitutes the entire agreement & understanding between us & you, & no other communication shall form any part of the agreement between us.

2.2 The contents of the Booking System (including these Terms & Conditions) is subject to change by us without prior notice. We reserve the right to terminate your use of the Booking System for any reason without notice.

2.3 Brookes' rights against you under the Agreement between us are without prejudice to any other right or remedy Brookes may have against you under this Agreement or in tort.

2.4 You are responsible for providing accurate & truthful information to us & you must not provide false or misleading information. You may not use this Booking System website to commit any criminal or immoral act.

2.5 Save as stated herein, all information provided on this website is provided "As Is" & neither we, nor any third party that we have used to provide content for this website, provides any representation, warranty (whether express or implied), term, condition, or guarantee as to the accuracy, timeliness, performance, completeness, suitability, merchantability of the information & materials found or offered on this Booking System website or that such information shall be suitable for any particular purpose.

2.6 You acknowledge & agree that the information which we supply to you may contain inaccuracies or errors & in particular we expressly exclude liability to you howsoever arising for any such inaccuracies or errors in the information to the fullest extent permitted by law.

2.7 Your use of any information or materials on this Booking System website shall be entirely at your own risk, for which we shall not be liable. In particular without limitation to the foregoing you agree that we will not be liable to you for any consequential loss, damages, costs, expenses, or other claims that you may incur arising out of your use of the information.

2.8 It shall be your own responsibility to ensure that any information available through this website, or the booking that you make, meets your specific requirements. However nothing herein shall be construed as attempting to limit or exclude liability for personal injury or death.

2.9 We do not accept liability for any loss or corruption of data held on your computer, or for any other loss or damage of any kind that occurs to your computer as a result of you accessing our Booking system website. We will not be liable to you howsoever for any interruption in your system, computer viruses, or communication failures.

2.10 You agree to indemnify us & all related persons including our employees, officers, agents, consultants & third parties providing contents for this Booking System website, & hold all such persons harmless for your breach of these terms & conditions including for infringement of the intellectual property rights, or where your use disparages or invades the privacy of any third party.

2.11 The contents of this Booking system website, & the information & materials provided on it, are the copyright of the University & the name & logo of Oxford Brookes University and

Oxford Brookes Enterprises Limited are the property of the University. Your reproduction of the contents of this website or use of the University or OBEL name & logo is strictly prohibited.

2.12 This Booking System website contains material which is owned by, or licensed to us by third parties. This material includes, but is not limited to, software, the design, layout, look, appearance & graphics of the website. Therefore reproduction of any of the foregoing is also strictly prohibited.

2.13 All trademarks, logos & names reproduced in this Booking System website, which are not the property of, or licensed to the University, OBEL or the operator, are acknowledged on the website.

2.14 Unauthorised use of this Booking System website may give rise to a claim for damages against you &/or constitute a criminal offence by you.

2.15 This Booking System website includes links to other websites. By linking & using such websites you agree to the terms and conditions of use that appear on such websites but you agree that we have no responsibility for the content of such linked website(s) or their functionality.

2.16 You may not create a link to this Booking System website from another website or document without Brookes' prior consent.

2.17 Subject to Section 4 below this Booking System website is operated by us in the United Kingdom & we make no representation that the information or materials provided on this Booking System website is appropriate or legal in other locations. Your use of this Booking System website & any dispute arising out of your use of this Booking System website is subject to the laws of England & Wales & you agree that it shall be determined solely by the exclusive jurisdiction of the courts of England & Wales.

### **Section 3 Online Payment**

**You agree that any accommodation booking that you make using this Booking System website is subject to the following additional terms & conditions:**

3.1 For all card payment transactions our Booking System website uses a software payment platform provide by WPM Education Limited (“**WPM**”) whose contact details are:

WPM Education  
26 Victoria Way  
Burgess Hill  
West Sussex  
RH15 9NF  
0844 264 1580

3.2 You acknowledge & agree that WPM owns the copyright to the software & their name & logo incorporated & used on their website.

3.3 Card payment will normally be processed on the relevant due date. However completion of your payment may happen after the due date where your bank or card issuer's processing times take longer or where your bank or credit or Pay Pal provider delays completion of your transaction.

3.4 For security & fraud prevention, the online payments which you make are remotely handled (including checking your card details) by Realex (<http://www.realexpayments.com>). Consequently we neither collect your card details ourselves at the University, nor have access to them. You agree to abide by any terms & conditions appearing on the Realex website.

3.5 We are entitled to reject any booking (at our absolute discretion) & will notify you of any such rejection.

3.6 You must make payment by credit or debit card. As part of your booking process you will be required to pay a deposit or up-front charge upon accepting your accommodation contract and provide your payment card details for any future instalments.

3.7 The following major credit cards & debit cards are accepted:

Visa

Visa Debit

MasterCard

Debit MasterCard

UK Maestro

3.8 It is your responsibility to ensure that all details of your booking are complete and accurate. All prices are in UK pounds sterling. This may mean that conversion of your currency to UK sterling may be subject to exchange rate fluctuations at the prevailing rate set by your card issuer.

3.9 Depending on your payment preferences payment will either be debited immediately from your card account at the time you enter your card details on the secure payment page or you can set up a payment plan based on recurring card payments with instalments paid over time.

3.10 While we will take all appropriate technical & organisational measures to keep your personal & financial details secure, unless we are found to have been negligent we do not

accept liability for any losses due to the unauthorised access by any person of any information provided to us by you.

3.11 In particular Brookes accepts no liability for a payment not reaching the correct Brookes account due to wrong or inaccurate card details or personal information. Furthermore we do not accept liability where payment is refused by your bank or debit/credit card provider & Brookes is under no obligation to bring this to your attention.

3.12 Brookes will only make refunds (if applicable) to the original credit/debit card account used for the original transaction.

#### **Section 4 Data Protection & Privacy**

4.1 Where you input personal information into this Booking System website Brookes will handle such information in accordance with the Data Protection Act 1998 & Brookes will not process it for any other purpose, unless required by law.

4.2 You acknowledge that Brookes has commissioned StarRez Inc. based at 6100 Greenwood Plaza Blvd, Greenwood Village, Colorado 80111, United States of America (website <https://www.starrez.com/contactus.aspx>) to create and support this Booking System website. All users acknowledge and agree that their personal and sensitive data that they have supplied whilst booking accommodation may be accessed and used by StarRez Inc. in the United States as part of its technical support for this Booking System website.

4.3 Furthermore you acknowledge and agree that Brookes shall be permitted to use WPM and Realex to process your card payment details on behalf of Brookes for the purposes of making your accommodation booking.

#### **Section 5 Completion of Booking**

5.1 Users agree that the entire booking process will be online using the Booking System website. However paper contracts (licenses to occupy or tenancies) containing the terms and conditions of their University accommodation will be sent to each user by email automatically following completion of the booking process & each user may print out copies of these should they wish to do so.

5.2 By clicking the “click boxes” on the Booking System website you shall be deemed as having read and accepted the terms and conditions of the paper contract sent to you.