

## Booking and Cancellation Terms and Conditions

### 1. Landlord

Student Living has been authorised to act on behalf of the Landlord, New Bath Court (OpCo) Limited, as its agent in connection with the operation of Bath Court. This includes the management of the booking and rental process. For the avoidance of doubt, bookings made at Bath Court are made with the Landlord and not Student Living.

### 2. Holding Deposit and Tenancy Deposit

- 2.1 The Tenant will pay the Holding Deposit to Student Living with their application for accommodation.
- 2.2 The Holding Deposit is equivalent to one week's rental payment which will be off-set against the 1<sup>st</sup> Payment Rental Instalment.
- 2.3 The Tenancy Deposit is paid by the Tenant to Student Living, acting on behalf of the Landlord, prior to occupation, and will be lodged by Student Living with the chosen TDS within twenty (20) Working Days of receipt.
- 2.4 Student Living will provide, within ten (10) Working Days of the Tenancy Deposit being received, a copy of the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

### 3 Cooling Off

- 3.1 If the Tenant cancels their application for accommodation before entering into the Tenancy or fails to enter into the Tenancy within seven (7) calendar days of the offer of accommodation being issued by Student Living (the "Deadline for Agreement"), Student Living will provide a full refund of the Holding Deposit.
- 3.2 If the Tenant, having entered into the Tenancy, cancels their Tenancy within seven (7) calendar days of having entered into it, Student Living will provide a full refund of the Holding Deposit.
- 3.3 The Tenant can cancel their accommodation booking under Clauses 3.1 and 3.2 above by sending an email to the relevant Accommodation Office email address listed on the individual sites contact details on <https://www.studentliving.sodexo.com>. The Tenant's Holding Deposit will be refunded within seven (7) calendar days of the Tenant's cancellation or of the Deadline for Agreement as applicable.
- 3.4 If the Tenant wishes to cancel their Tenancy after signing this Agreement, Clause 4 below will apply.
- 3.5 Any refunds must be requested by the Tenant in writing and can only be considered Monday to Friday (save for Bank Holidays) between the hours of 09:00 and 17:00 by the relevant Building Manager.

#### **4 Cancellation by the Tenant**

**4.1** Subject to Clause 3.2 above and Clause 4.2 below, after signing this Agreement the Tenant will remain liable for the Total Rent for the full term of the Tenancy and their guarantor, if reasonable, will be required to meet the obligations set out within their Tenancy.

**4.2** The Tenant may only terminate their Tenancy in the following circumstances and will remain responsible for payment of the Total Rent until:

**4.3** they have given three (3) months' written notice to the Student Living representative at reception that they wish to leave; and

**4.4** either:

4.4i they have made any outstanding payments or fulfilled any obligations required under their Tenancy, including the payment of the Total Rent for the full term of the Tenancy, to the Landlord and Student Living's reasonable satisfaction; or

4.4ii a replacement student of the University/College who is reasonably satisfactory to the Landlord and Student Living as a tenant and who is not already a tenant at the Site enters into a tenancy agreement with the Landlord. Student Living will, subject to Clause 11.3 below, assist the Tenant in finding a replacement, but does not guarantee that it will be able to find one.

Student Living shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Tenant's vacated accommodation under Clause 11.2(b)(ii) above

#### **5 1st Year Students Only – Potential 'No Place' Release**

a. You might be eligible to be released from your agreement if you are a first year prospective undergraduate student and your offer of a place at your preferred University/College is withdrawn due to your not achieving the required entry grades or your having surpassed the necessary entry grades and chosen to attend a different University/College.

a To apply to be released from your agreement in the above circumstances you will need to supply:

i. a written rejection letter from your chosen University/College; or

ii. a copy of the proof of acceptance of your new university by UCAS adjustment.

These document(s) must be received by us within seven (7) calendar days from the date your results are published. Please email the documentation to [BathCourt.UK@studentliving@sodexo.com](mailto:BathCourt.UK@studentliving@sodexo.com) On receipt of the required documentation it will be verified and, provided we are satisfied, we will cancel your agreement and refund your deposit in full.

## 6 Data Protection

### 1. Privacy Policy

- a. The Landlord is the Data Controller and Student Living is the Data Processor of all personal data provided by you. The Landlord has agreed that Student Living can process such personal data on its behalf, and has a legitimate interest in doing so - for the purposes of processing and administering your Booking; identifying you; dealing with enquiries and complaints; for health and safety requirements; management of access and planning for disabled students, dealing with damages and breakage; rights of entry, cancellations and terminations.
- b. The Landlord and Student Living are committed to protecting and respecting your privacy and will comply with Data Protection Legislation and any directions issued by the Information Commissioner in the processing of such personal data.
- c. This policy together with Student Living's terms of use sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

### 2. Information We May Collect from You

- a. We may collect and process the following data about you:
  - i. Information that you provide by filling in forms on our site <https://www.studentliving.sodexo.com> (our site). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our site.
  - ii. If you contact us, we may keep a record of that correspondence.
  - iii. We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
  - iv. Details of bookings you make through our site and of the fulfilment of your bookings.
- b. You agree that Student Living may process your personal data in this way and may need to pass your details on to third parties and organisations which need to know them to enable the Booking to be provided.

### 3. Legal Ground for processing and Uses Made of Information

- a. We may process your personal data for any of the following reasons:-
  - i. We have a lawful reason to do so;
  - ii. for the performance of a contract to which you are party;
  - iii. because it is necessary for compliance with a legal obligation to which We are subject or where required;
  - iv. for the Landlord/Student Living's legitimate interests except where such interests are overridden by your interests or fundamental rights and freedoms;
  - v. in order to protect your vital interests; or
  - vi. because you have given us consent to do so.
- b. The Landlord and Student Living have a legitimate interest to better know and serve you as a tenant, and in order to carry out and perform the obligations under your Tenancy Agreement. You authorise the Landlord and Student Living to use your personal data for all lawful purposes in connection with your Tenancy Agreement (including but not limited to debt recovery, crime prevention,

allocating rooms or where there is a serious risk of harm to you or to others at the site or to the Landlord's or other people's property).

#### 4. Your Rights

- a. The Landlord and Student Living are committed to ensure protection of your rights under applicable laws. You will find below a table summarising your different rights:

Right of access	<p>You can request access to your Personal Data. You may also request rectification of inaccurate Personal Data, or to have incomplete Personal Data completed.</p> <p>You can request any available information as to the source of the Personal Data, and you may also request a copy of your Personal Data being processed by the Landlord/Student Living.</p>
Right to be forgotten	<p>Your right to be forgotten entitles you to request the erasure of your Personal Data in cases where:</p> <ol style="list-style-type: none"> <li>the data is no longer necessary;</li> <li>you choose to withdraw your consent;</li> <li>you object to the processing of your Personal Data by automated means using technical specifications;</li> <li>your Personal Data has been unlawfully processed;</li> <li>there is a legal obligation to erase your Personal Data;</li> <li>erasure is required to ensure compliance with applicable laws.</li> </ol>
Right to restriction of processing	<p>You may request that processing of your Personal Data be restricted in the cases where:</p> <ol style="list-style-type: none"> <li>you contest the accuracy of the Personal Data;</li> <li>the Landlord/Student Living no longer need the Personal Data, for the purposes of the processing;</li> <li>you have objected to processing for legitimate reasons.</li> </ol>
Right to data portability	<p>You can request, where applicable, the portability of your Personal Data that you have provided to the Landlord/Student Living, in a structured, commonly used, and machine-readable format. You have the right to transmit this data to another Controller without hindrance from the Landlord/Student Living where:</p> <ol style="list-style-type: none"> <li>the processing of your Personal Data is based on consent or on a contract; and</li> <li>the processing is carried out by automated means.</li> </ol> <p>You can also request that your Personal Data be transmitted to a third party of your choice (where technically feasible).</p>
Right to object to processing for the purposes of direct marketing	<p>You may object to the processing of your Personal Data for direct marketing purposes and can withdraw your consent at any time.</p>
Right not to be subject to automated decisions	<p>You have the right not to be subject to a decision based solely on automated processing, including profiling, which has a legal affect upon you or significantly affects you.</p>

<p>Right to lodge a complaint to the competent Supervisory Authority</p>	<p>If you have a privacy-related complaint against us, you may complete and submit the <i>Request/Complaint Form</i>, which is included at Appendix 1 hereto, or make your complaint by email or by letter in accordance with our <i>Global Complaints/Request Handling Procedure</i>, which is included at Schedule 1 hereto. If you are dissatisfied with our response, you may then seek further recourse by contacting your competent Supervisory Authority- the Information Commissioners Office (ICO) <a href="https://ico.org.uk/">https://ico.org.uk/</a> or the competent court. You can also contact our lead Supervisory Authority, the French Supervisory Authority (the “CNIL”, <a href="http://www.cnil.fr">www.cnil.fr</a>).</p>
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You can exercise any of these rights at any time by contacting [dataprotection.ukandie@sodexo.com](mailto:dataprotection.ukandie@sodexo.com) or email the Global Data Protection Office at the following email address: [dpo.group@sodexo.com](mailto:dpo.group@sodexo.com).

- b. Student Living’s site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## 5. Data Accuracy and Storage Limitation

- a. Student Living shall keep Personal Data that is processed accurate and, where necessary, up to date. Student Living shall retain your Personal Data for a period reasonably necessary for the on-going management and operation of Bath Court on behalf of the Landlord, including in respect of the release of your security deposit at the end of your tenancy agreement and any potential claims that might be made thereafter, with a longstop period of seven years, after which time it shall be deleted from its systems and records.

## 6. Identity Verification and Anti-Money Laundering

- a. Student Living, in operating the tenancy agreement and managing the Rent payment process on behalf of the Landlord, must identify and verify the identity of prospective tenants to ensure compliance with applicable laws and regulations. If you are an international student, or a UK student paying by means other than a UK bank account, you and your Guarantor (where relevant), acknowledge that you, and the Rent payer if different, will be required to provide:
  - i. a copy of your ID (driving licence, national ID card or passport);
  - ii. proof of your address (a phone or utility bill or bank statement from the past 3 months);
  - iii. a copy of your University/College offer letter; and
  - iv. a copy of your UK Student Visa (if applicable).
- b. Your identity verification documentation will be requested later in the year and once your ID check has been successful you will be sent a link to sign your tenancy agreement. Your identity will be checked and verified again when you physically present yourself at the accommodation building at the start of the tenancy agreement period.
- c. Your identity verification documentation (as listed above) will in addition be used in the application stage before you are sent a link to sign your tenancy agreement to carry out anti-money laundering checks – this is to protect the Landlord from risk under laws relating to the money laundering and other financial crime. If there is any evidence of actual or suspected money laundering

or other financial crime then this information will be used and retained by the Landlord as necessary to protect its business from the risks associated these crimes. It will also be shared with the police and with legal advisors of the Landlord.

- d. Your identity verification documentation may be shared with third parties who are service providers to the Landlord and Student Living, including service delivery partners such as Housing Hand as guarantor and My Deposits as deposit holder (or their replacement bodies/service providers who become relevant from time to time). Housing Hand will require some of your personal data for the purposes of providing a guarantee/payment. My Deposits is the provider of the government approved tenancy deposit scheme and you should look at its own data privacy notice on its website <https://www.mydeposits.co.uk/> for details of how it processes your personal data.

## 7. Disclosure of Information

- a. Student Living and/or the Landlord may disclose your personal information to any member of their group, which means their subsidiaries, their ultimate holding company and their subsidiaries, as defined in section 736 of the UK Companies Act 1985.
- b. We may disclose your personal information to third parties:
  - i. Which need to know them to enable the Booking to be provided, as further detailed above;
  - ii. In the event that Student Living/the Landlord sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
  - iii. If Student Living/the Landlord or substantially all of their assets are acquired by a third party, in which case personal data held by them about its customers will be one of the transferred assets.
  - iv. If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of Student Living/the Landlord and/or its subsidiary and associated companies, our customers, or others.

This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## 8. Changes to our privacy policy

- a. Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

## 9. Contact

- a. Questions, comments and requests regarding this privacy policy are welcomed and should be emailed to [dataprotection.ukandie@sodexo.com](mailto:dataprotection.ukandie@sodexo.com) or to our Group Data Protection Officer at ([dpo.group@sodexo.com](mailto:dpo.group@sodexo.com)).