

# Summer booking service agreement



**In order to complete a summer booking with Liberty Living make sure you follow the stages below:**

Please read all of the information thoroughly and complete the documentation correctly. Incorrect or incomplete documentation may jeopardise your chance of securing a room.

- Fill out Applicant details below and complete the Booking form in Part A (page 2).
- Read our Terms & Conditions and Licence in Parts B and C (pages 3-8).
- Complete and sign the Payment Method Form in Part D (pages 9-10).
- Lastly once all parts are complete please fill in your details & sign below.
- Return original signed copy of this agreement to us either by post at the below address or scan and email to [libertypoint-nottingham@libertyliving.co.uk](mailto:libertypoint-nottingham@libertyliving.co.uk) within 7 working days.

This agreement is made between:

Applicant (hereafter referred to as "You", "Your")		Liberty Living (hereafter referred to as "We", "Us")	
Surname		Landlord	Liberty Living Investments 3 Limited Partnership acting by Liberty Living Investments GP3 Limited and Liberty Living Investments Nominee 3 Limited
Forename			
House no. / name & Street			
City		Agent	Liberty Living Limited
County		Residence name	Liberty Point
Postcode		Residence address	Curzon Street, Nottingham, NG3 1DJ

**Please tick the appropriate box**

I am a student as defined under **Part B: Terms & Conditions 7. Definition of a student**

University		Course	
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I am not a student as defined under **Part B: Terms & Conditions 7. Definition of a student**

In this Agreement, You agree to: (i) the terms set out in the Booking Form in Part A; (ii) the general Terms in Part B; and (iii) the Licence in Part C, (together, the "**Agreement**").

Signed		Date	
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For Liberty Living use only Counter-signed by Liberty Living	Date:	
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# Summer bookings

## Part A: Booking form



Fees			
Total fee payable	(total cost of stay, including the advance rent booking fee)		Includes bedding pack*
Booking fee (pay now)	(1 week's rent). Advance payment against the Licence fee (non-refundable).		
Licence fee (pay later)	(minus advance rent booking fee)	Due date	DD / MM / YYYY
Accommodation details			
Room type			
Building			
Rental period (Licence Period)			
Agreed move in date	DD / MM / YYYY		
Agreed move out date	DD / MM / YYYY		
Personal information			
Date of birth	DD / MM / YYYY		
Gender	Male	Female	
Nationality			
Telephone number	Including international dialling code:		
Email address			
Emergency contact details			
Contact name			
Relation to you			
Telephone number	Including international dialling code:		

Which University do you attend?			
Reason for your visit?			
Are you returning to Liberty Living?	Yes	No	
If yes, name current residence			
Which course are you studying?			

\* The licence fee payable is for 'room only' unless otherwise stated. If you require a bedding pack (pillow, pillow case, sheet, duvet and duvet cover) and/or a kitchen pack, visit our recommended supplier UniKitOut for prices and availability at: [www.unikitout.com/collections/liberty](http://www.unikitout.com/collections/liberty).

# Summer bookings

## Part B: Terms & Conditions



### 1. OUR AGREEMENT

- 1.1 The terms and conditions in this Part B ("**Terms**") govern Your use of the summer bookings service ("**Summer Bookings Service**") offered by Us.
- 1.2 Please read these Terms carefully before making a booking for a room within one of Our residence ("**Booking**"). You should keep a copy of these Terms for future reference. 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 (as defined in clause 1.1 of Part C) within one of Our residences The Summer Bookings 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 a Licence to occupy the Room as set out in clauses 1 to 4 of Part C of this Agreement ("**Licence**"), which is separate to this Booking Agreement and governs Your use of the Room.
- 1.5 By using the Summer Bookings Service, You confirm that You will be at least eighteen years old on the commencement of the term of Your Licence. If You will be under eighteen years of age on the commencement of the term of Your Licence You may not use the Summer Booking Service, and should contact Our residence team on **+44 11 5908 2600** to arrange to book a Room by other means.
- 1.6 To complete a Booking You must complete and sign the Agreement and return it to us either: (i) by post to **Liberty Point – Curzon Street, Nottingham, NG3 1DJ**; or (ii) by emailing a scanned copy of it to [libertypoint-nottingham@libertyliving.co.uk](mailto:libertypoint-nottingham@libertyliving.co.uk). A contract is formed between You and Us when we issue you confirmation of your Booking via email. We will return a scanned copy of the completed Agreement to you via email.
- 1.7 We reserve the right, in Our sole discretion, to refuse to accept any Booking for any reason whatsoever. Such reasons may however include (but are not limited to) that We consider that You have an unacceptable history of anti-social behaviour or payment problems.
- 1.8 If You have questions or complaints regarding the Summer Bookings Service or this Booking Agreement please contact Our residence team on **+44 11 5908 2600**.

### 2. ACCEPT THESE TERMS AND THE LICENCE

- 2.1 As part of Your Booking, You agree to these Terms and the terms of the Licence and must complete and sign the payment method form at Part D of this Agreement ("**Payment Method Form**").
- 2.2 The grant of the Licence is subject to the following: (i) receipt by Us of the Booking Fee / Advance Payment in accordance with clause 3 of Part B of this Booking Agreement; (ii) the allocation of a Room to you in accordance with this Booking Agreement; and (iii) receipt by Us of the Future Payment.

### 3. PAYMENT OF BOOKING FEE / ADVANCE PAYMENT AND AUTHORISATION OF FUTURE PAYMENT

- 3.1 By completing Your Booking You are agreeing:
  - 3.1.1 to pay the booking fee as set out in the booking form in Part A of this Agreement ("**Booking Form**") for the processing of Your Booking, which also acts as an advance payment by You in relation to the Licence fee as set out in the Booking Form ("**Licence Fee**") ("**Booking Fee / Advance Payment**");

# Summer bookings

## Part B: Terms & Conditions



- 3.1.2 to authorise a future payment of the Licence Fee (less the Booking Fee / Advance Payment) on the Licence Fee due date as set out in the Booking Form ("**Due Date**") ("**Future Payment**"); and
- 3.1.3 to authorise a potential future payment of up to £200 that You agree to pay to Us in the event that, following the inspection of Your Room as set out in clause 3.12 of Part C the Licence, we need to: (i) repair; (ii) clean; and / or (iii) replace any fixtures or fittings in the Room or residence as a result of Your breach of the Licence. Such payment shall represent a fair and reasonable proportion of the costs We incur in doing so.
- 3.2 You confirm that the Credit / Debit Card that is being used in the Payment Method Form is Yours or that You have the authority of the card-holder to make the payments / authorisations set out at clause 3.1 of Part B using that Credit / Debit Card. All Credit / Debit Cardholders 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.
- 3.3 We are not responsible for the card issuer or bank charging You or the Cardholder 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 received email confirmation from us that we have accepted Your Booking, Your Booking will be complete ("**Service Start-Date**"). The keys for Your Room will be made available to You at the residence, on the proposed start date of the Licence Period (as defined in clause 1.1 of Part C) after 2pm.
- 4.2 The provision of the Summer Bookings Service under this Booking Agreement shall commence at the Service Start-Date and shall continue until the proposed start-date of the Licence Period or, if earlier, the date You actually take up occupation of the Room, unless terminated earlier in accordance with this clause 4 of Part B.
- 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 at [libertypoint-nottingham@libertyliving.co.uk](mailto:libertypoint-nottingham@libertyliving.co.uk). You agree that from the Service Start-Date, if You inform Us that You wish to cancel Your Booking, You will not have the right to claim a refund of Your Booking Fee / Advance Payment.

If You inform Us that You wish to cancel Your Booking You must do so by email at [libertypoint-nottingham@libertyliving.co.uk](mailto:libertypoint-nottingham@libertyliving.co.uk) not less than prior to the start date of the Licence Period, Your Booking Fee / Advance Payment will be retained by Us in respect of administration costs. When You notify Us that You wish to cancel Your Booking pursuant to clauses 4.3 of Part B We will cease to provide the Summer Bookings Service and We may re-allocate Your Room.
- 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 Summer Bookings Service 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 Summer Bookings Services, We may re-allocate Your Room and We will refund Your Booking Fee / Advance Payment in full and cancel the Future Payment.

# Summer bookings

## Part B: Terms & Conditions



We may also suspend the Summer Booking Service and terminate the Booking Agreement without notice in the following circumstances: (i) if You breach any of Your obligations under these Terms; or (ii) 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 Summer Bookings Service, We may re-allocate Your Room and We will cancel the Future Payment but You will not be entitled to a refund of Your Booking Fee / Advance Payment.

### 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 Summer Bookings Service 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: (i) 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; and (ii) failure to provide the Summer Bookings Service or to meet any of Our obligations under these Terms 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 / Advance Payment actually paid by You.

### 6. GENERAL

- 6.1 **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 the Booking Form. If You need to provide notice to Us in relation to this Booking Agreement, please do so by contacting Our residence team at [libertypoint-nottingham@libertyliving.co.uk](mailto:libertypoint-nottingham@libertyliving.co.uk).
- 6.2 **Transfer of this Agreement** – We may wish to transfer Our rights and / or obligations and / or sub-contract Our obligations under this Agreement to another legal entity. You agree that We may do so provided that: (i) this will not affect the standard of service You receive under this Agreement; (ii) any transfer of Your personal data will be made in accordance with data protection legislation; and (iii) 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. This agreement is personal to You. You may not transfer Your rights or obligations under this Agreement to anyone else.
- 6.3 **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.
- 6.4 **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.

# Summer bookings

## Part B: Terms & Conditions



6.5 **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 6.2 of Part B.

6.6 **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. DEFINITION OF A STUDENT

7.1 A 'student' is a person who is undertaking higher or further education or training at a college, academy or university with a view to:

7.1.1 obtaining a generally recognised academic or professional qualification; or

7.1.2 maintaining an existing professional qualification for which accreditation is received.

7.2 Examples of 'generally recognised' academic qualifications would include GCSE, the Baccalaureate, A levels, National Qualifications Framework (NQF), vocational qualifications and degrees in disciplines of academic standing.

7.3 The maintenance of existing professional qualifications would include Continuing Professional Development (CPD) applicable in cases where:

7.3.1 a professional body requires from its members the continuing recognition of a qualification; or

7.3.2 an employer requires employees to maintain or improve relevant technical skills.

# Summer bookings

## Part C: Licence



### 1. DEFINITIONS

1.1 In this Licence as set out in clauses 1 to 4 of Part C of this Agreement ("**Licence**") the following words and expressions shall have the following meanings unless the context requires otherwise:

"**Access Ways**" the access ways, entrance halls, lifts, corridors, service roads, service yards and pathways within the Building, the use of which is necessary for obtaining access to and egress from the Room or such of them as afford reasonable access and egress thereto and therefrom and as We may from time to time in Our absolute discretion designate on 24 hours' notice to You;

"**Building**" such building owned by Us of which the Room forms part;

"**Common Areas**" the areas used in common with the other occupiers of the Building including, for the avoidance of doubt, the kitchens and lounge;

"**Guide to Living**" the guide to living drawn up by Us a copy of which is available at:  
[www.libertyliving.co.uk/pdfs/GuideToLiving.pdf](http://www.libertyliving.co.uk/pdfs/GuideToLiving.pdf);

"**Licence Period**" the Licence Period as set out in the Booking Form, or if earlier the date on which Your rights under clause 2 of Part C are determined in accordance with clause 4.1 of Part C; and

"**Room**" such room as We may from time to time in Our absolute discretion designate on 24 hours' notice to You.

### 2. GRANT OF LICENCE

2.1 Subject to clauses 3 and 4 of Part C We give You the right (in common with Us and all others authorised by Us) to use for the Licence Period:

2.1.1 the Room for the purpose of a residential flat;

2.1.2 the Access Ways for the purpose of access to and egress from the Room in common with the owner, occupiers or users of the Building; and

2.1.3 in common with the owner or other occupiers or users the Common Areas.

### 3. YOUR UNDERTAKINGS

You agree and promise:

3.1 to pay to Us the Licence Fee in accordance with the Terms;

3.2 not to make any alterations or additions to the Room;

3.3 to keep the Room clean and tidy and clear of rubbish and to leave the same in a clean and tidy condition and free of Your equipment goods and chattels at the end of the Licence Period;

3.4 to complete an inventory on the condition of the Room at the beginning of the Licence Period in such form as will be notified to You by Us;

3.5 to maintain the Room in the same state of repair and decorative condition as at the date hereof and to make good any damage caused to the Room forthwith after the occurrence of such damage to the satisfaction of Our local manager or their representative;

3.6 not to obstruct the Access Ways or Common Areas or cause the same to become dirty or untidy nor to leave any rubbish on them;

3.7 not to use the Room, the Common Areas or the Access Ways in such a way as to cause any nuisance damage disturbance or interference to the Building or adjoining or neighbouring property or to the owners occupiers or users of the Building or adjoining or neighbouring property;

3.8 not to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Building or which would or might vitiate in whole or in part any insurance

# Summer bookings

## Part C: Licence



effected in respect of the Building from time to time;

- 3.9 to fully compensate Us and keep Us fully compensated against all losses, claims, demands, actions, proceedings, damage, costs, expenses or other liability arising in any way from this Licence as a result of Your act omission or default any breach of Your promises contained in this clause 3 of Part C or the exercise or purported exercise of any of the rights given in clause 2 of Part C;
- 3.10 to read and comply with the terms of the Guide to Living and to observe such other reasonable rules and regulations as We may make and of which the We shall notify You from time to time governing Your use of the Room, the Common Areas or the Access Ways and to comply with any rules and regulations in relation to Health and Safety matters which for the avoidance of doubt shall include (but is not limited to) not tampering with fire fighting equipment, blocking open fire doors and not using chip pans, candles or anything with an open flame;
- 3.11 not to impede Us in any way (or Our agents or employees) in the exercise of Our rights of possession or control of the Building and every part thereof;
- 3.12 to book a move-out inspection (in order to ascertain whether any works are required to be carried out by Us in accordance with the provisions of clause 3.1.3 of Part B above) with reception at the Building immediately prior to the end of the Licence Period and to be present when such inspection takes place; and
- 3.13 if any sum payable by You under this Licence is not paid in full on the due date for payment to pay interest on such sum at the rate of 4 (four) per cent per annum above the base rate of HSBC Bank plc from time to time from such date until actual payment.

#### 4. GENERAL

- 4.1 The rights granted in clause 2 of Part C shall determine (without prejudice to Our rights in respect of any breach of the promises contained in clause 3 of Part C) immediately after written notice by Us determining this Licence following any breach by You of Your undertakings contained in clause 3 of Part C.
- 4.2 The benefit of this Licence is personal to You and is not assignable and the rights given in clause 2 of Part C may only be exercised by You.
- 4.3 You shall be during the Licence Period a licensee of Us and not a tenant and as such shall have no legal interest in the Room, the Common Areas or the Access Ways.
- 4.4 We give you no warranty that the Room, the Common Areas or Access Ways are legally or physically fit for the purposes specified in clause 2 of Part C.
- 4.5 It is acknowledged by You that the right to possession and control of the Room, the Common Areas and the Access Ways shall remain with Us and We and all others authorised by Us are entitled to enter and use the Room, the Common Areas and the Access Ways at any time.
- 4.6 Unless caused by Our act, omission or default (or of Our agents) We shall not be liable for the death of or injury to or for damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by You in the exercise or purported exercise of the rights granted by clause 2 of Part C.
- 4.7 All notices given by either party pursuant to the provisions of this Licence shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the other party at its registered office or last known address.
- 4.8 Unless otherwise expressly stated nothing in this Licence shall create or confer any rights or other benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties to this Licence



# Summer bookings

## Part D: Payment details



Name of student	
Room type / number	
Contract value £	

Please complete and sign the following declaration.

### DECLARATION

I give permission for the amounts listed above to be debited from my Debit / Credit Card.

Print name	
Date	DD / MM / YYYY
Cardholder's signature	

# Summer bookings

## Part D: Payment details



### Payment card details

Please ONLY enter the LAST FOUR DIGITS of your Card number and complete all other sections. When we receive your application, our Management Team will call you on the telephone number provided to obtain the remainder of your Card details. Liberty Living will ensure that your Debit / Credit Card details are securely stored and destroyed once the amounts you have authorised us to collect under the contract have been processed successfully.

Name on Card	
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Card type	
<input type="checkbox"/> Visa Debit	<input type="checkbox"/> Visa Credit
<input type="checkbox"/> MasterCard Debit	<input type="checkbox"/> MasterCard Credit
<input type="checkbox"/> Maestro / Delta / Solo (delete as appropriate)	<input type="checkbox"/> American Express
<input type="checkbox"/> Other UK Debit card specify	<input type="checkbox"/> China Union Pay
	<input type="checkbox"/> Other non UK Debit / Credit card

Please enter last 4 digits of your Card	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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For Solo cards only

### Cardholder's personal details

House no. / name			
Street			
Town			
County		Postcode	
Cardholder's telephone number			

Liberty Living reserves the right to refuse any application for accommodation.

### Declaration

I give permission for payments to be debited from this Card.

Print name	
Date	<b>DD / MM / YYYY</b>
Cardholder's signature	