Booking Terms and Conditions

1. Booking a Room

A Tenancy Agreement is a legally binding document, and tenants and Guarantors (if applicable, see 3. Guarantor Service for further information on requirements) should read this document carefully before agreeing to the terms of the agreement.

Our tenancy platform is via TenancySign powered by Concurrent(StuRents). LIV Student will create an account for you on Concurrent. By sending us your booking, or booking via our website, you confirm your agreement with Concurrent website terms, privacy policy and acceptable use policy.

At all times during the tenancy, you must be of or over the age of 18 years and enrolled as a full-time student at a university, college, or educational institution.

1.1 Booking Options

There are three options for booking accommodation with LIV Student:

1.1.1 Web Direct

To make a booking online, you will need to select the property and room type you wish to book and follow the on-screen instructions to complete your booking. You will be completing an electronic Tenancy Agreement, and during this process, you will need to supply all relevant documentation. Your window of time when booking online will be limited - from the start of the booking process to the completion of the Tenancy Agreement; this applies to you and your Guarantor (if applicable). If you do not complete the Tenancy Agreement in this time, it will be deleted, and you will need to restart the booking process.

1.1.2 Via Accommodation Team

To make a booking, you are required to select your room type via our accommodation page. Once we have received your enquiry, you will be invited to complete an electronic Tenancy Agreement, which will be issued to the email address you have provided. You will be required to provide all the relevant information requested during your online tenancy application. You will have up to 7 calendar days, or between 2 to 24 hours during peak times, to complete your Tenancy Agreement (the expiry date will be shown on your application). If you or your Guarantor (if applicable) have not signed and provided the requested documents, your Tenancy Agreement will be deleted, and you will need to restart the booking process.

1.1.3 Third Party Agents

To make a booking via a third-party agent, you will need to follow their booking process. When the third-party agent has processed your booking, you will be invited to complete an electronic Tenancy Agreement and to follow the process outlined in "1.1.2 Via Accommodation Team".

Third-party agents may require you to pay booking/application fees directly to them, as well as subscribe to their terms and conditions, LIV Student shall have no liability for refunds or application fees paid to third-party agents. Check with the agent you are booking with for this information.



1.2 Booking Deposit (Dublin Only)

A €250 deposit is payable to secure your booking at LIV Student Dublin. This €250 is converted to your refundable deposit after your Tenancy Agreement has been countersigned by LIV Student. Your deposit will be refunded to you at the end of your tenancy fixed term if there are no outstanding damage or cleanliness issues

If you cancel your tenancy before the end of the fixed term, and outside of the cancellation policy (see. 4. Cancellation Policy for further information) €100 of the deposit is non-refundable and deducted as a cancellation fee.

1.3 Acceptable documents during Tenancy Application:

Tenant

- Identification: passport, driving licence or photographic national identity card
- Student status: acceptance letter from university/college

Guarantor

- Identification: passport, driving licence or photographic national identity card
- Address: utility bill, bank or credit card statement (less than 3 months old)

All acceptable documents must be in English. LIV Student reserves the right to reject any documentation that is not in English, or that is unclear.

All booking applications are subject to passing Right to Rent Checks (UK). For more information, see www.gov.uk/landlord-immigration-check.

LIV Student will review your signed Tenancy Agreement and email you a countersigned Tenancy Agreement confirming your booking. A member of the accommodation team will contact you if we are unable to countersign the Tenancy Agreement, and they will inform you of the reason(s) why.

Signing a Tenancy Agreement and making a payment of the deposit (if applicable) ensures your selected room type is held for you.

Once your tenancy is signed by all parties; Tenant, Guarantor (if applicable) and LIV Student your booking will be confirmed. Once LIV Student has signed your Tenancy Agreement, you will be sent a rent payment schedule and instructions on making your rental payment(s); see "2. Payment Methods". You will not be able to move into the property if you do not pay the rent specified on your rent payment schedule.

For payments where the Payment Service Provider is outside of the EEA our online portal provider (StuRents) will continue to charge a card fee of up to 3%.

Please note that for the Guarantor signature, a non-refundable £/€1.00 fee may be requested to verify the signatory as the payee.

Signing a Tenancy Agreement and making a payment of the deposit (if applicable) ensures your selected room type is held for you. Once your tenancy is signed by all parties; Tenant, Guarantor (if applicable) and LIV Student your booking will be confirmed.

Once LIV Student has signed your Tenancy Agreement, you will be sent a rent payment schedule and instructions on making your rental payment(s); see "2. Payment Methods". You will not be able to move into the property if you do not pay the rent specified on your rent payment schedule.

1.4 Booking Promotions

Re-booker:

- Promotion available between October and January and may be removed or extended at the discretion of LIV Student (Valeo Management Europe) management at each property.
- If you are a current resident for the academic year and book to stay for the next academic year minimum of a 44-week tenancy (41 weeks in Dublin), you will be entitled up to a cash back against your next schedule rent (value promoted at the time of booking).
- Rebooker benefits may not be used in conjunction with any other booking offers we may promote from time to time, except for "Friend Referral" where available.
- If you subsequently cancel your booking (before or during your tenancy period), or do not arrive to check-in at the start of the academic year, the cash-back reward will be rescinded.
- Cashback will be applied to the last rent instalment of your next tenancy.
- Sheffield and Belfast only: If you are a current resident for the academic year and on a 51-week tenancy and rebook the same room either a 44-week or 51-week for your next tenancy, you will receive the one week between your tenancies at no charge and will not be required to check out.
- If you subsequently cancel your booking (before or during your tenancy period), or do not arrive to check-in at the start of the academic year, the cash-back reward
- LIV Student (Valeo Management Europe) reserves the right to end, extend or amend this promotion at any time. LIV Student also reserves the right to limit this promotion at any stage.

Early Bird and Other Room Specific Promotions:

- Promotion available between November and August and may be removed or extended at the discretion of LIV Student (Valeo Management Europe) management at each property and room type. The current promotion is displayed per room type as "£200 off" on each property webpage: https://livstudent.com/dublin/ https://livstudent.com/sheffield https://livstudent.com/belfast
- If you are a new customer and book to stay for the academic year minimum of a 44-week tenancy (41 weeks in Dublin), you will be entitled to the cash back promoted on the property website against your rent.
- Early bird benefits may not be used in conjunction with any other booking offers we may promote from time to time, except for "Friend Referral" where available.
- If you subsequently cancel your booking (before or during your tenancy period), or do not arrive to check-in at the start of the academic year, the cash-back reward will be rescinded.
- Cashback will be applied to the last rent instalment of
- LIV Student (Valeo Management Europe) reserves the right to end, extend or amend this promotion at any time. LIV Student also reserves the right to limit this promotion at any stage.



Friend Referral:

- Promotion available between January and July and may be removed or extended at the discretion of LIV Student (Valeo Management Europe) management at each property. The current promotion is displayed per room type as "Friend Referral" on each property webpage: https://livstudent.com/dublin/ https://livstudent.com/sheffield/
 - https://livstudent.com/belfast/
- If you have booked to stay with us during the current academic year or have booked to stay with us from the next academic year you (refer) and refer another student (referral) to us who successfully goes on to book within 28-days of being referred by you, and their booking is for an occupation period of no less than 44 weeks (41 weeks in Dublin) during the next academic year, both you and the student you refer to us will receive up to £/€100 cash-back after you check-in next
- The student you refer must not be already active on our database
- The refer or referral must notify us within five days of the referral making a booking.
- The referral must be a student in or entering higher education during the academic term.
- There is no maximum to the number of students that you can refer to us, you will get up to £100 cash-back for each and every referral.
- Referral benefits may not be used in conjunction with any other booking offers we may promote from time to time, except for "Rebooker" or "Early Bird" where available.
- Cashback will be applied to the last rent instalment of your and the referrals next/future tenancy. If you the refer have not booked a tenancy for a future tenancy, cashback will be processed via bank transfer once the referral(s) has check-in and paid their first rent instalment.
- Whilst the referral incentives described here are offered in good faith, the decision on whether a referral benefit is due to you under these terms is entirely at the discretion of LIV Student (Valeo Management Europe) management.
- Referrals should not be made until you have clarified that the referral is happy for their details to be shared with LIV Student (Valeo Management Europe). A copy of our Privacy Policy is available: https://livstudent.com/privacy/
- If either you or the student you refer to us subsequently cancel your booking (before or during your tenancy period), or do not arrive to check-in at the start of the academic year, the cash-back reward will be rescinded.
- Both the referrer and referee are responsible for keeping their contact details up to date. If you fail to inform us of changes to your contact details, we will not be held liable for communications that you do not receive from us which could result in you not receiving any payment promised to you.
- LIV Student (Valeo Management Europe) reserves the right to end, extend or amend this promotion at any time. LIV Student also reserves the right to limit this promotion at any stage.

2. Payment Methods

You have two payment options:

- 1. Pay in full
- 2. Instalments

Direct Debit for all our properties, we request you set up a Direct Debit from a UK bank account or Irish bank account for LIV Student Dublin. A Direct Debit mandate will be sent with your Tenancy Agreement and rent payment schedule. There is no charge for this service.

Bank Transfers can be made via our online portal provider (StuRents).

International Bank Transfers can also be made via our online portal provider (StuRents).

For payments where the Payment Service Provider is outside of the EEA our online portal provider (StuRents) will charge a card processing fee of 2.9% plus 20p. Some banks outside of the EEA also have a separate local export tax which will also be charged. All fees will be presented at the checkout.

LIV Student does not accept cash payments or cheques. Rent credit/debit card payments cannot be taken over the phone, or at the accommodation reception.

It is the tenant's responsibility to ensure funds are available to cover rental amount(s) in line with published payment terms (see 2.1 Instalment Schedules); we strongly recommend that you apply for Student Finance well in advance if you are relying on this to cover rental amount(s). Non-payment will be treated in line with the LIV Student debt collection procedure (details of which are available on request).

2.1 Instalment Schedules

Payment in Full This will be taken in August, or if booked in or after August, prior to the Tenancy Agreement start date.

Payment in Instalments (requires a Guarantor)

Instalment Option:

LIV Student Sheffield & LIV Student Belfast

August: 5% of total rent (or before the Tenancy

Agreement start date)

September: 29% of total rent January: 33% of total rent April: 33% of total rent

LIV Student Dublin

Option 1:

August: 5% of total rent (or before the Tenancy

Agreement start date)

September: 20% of total rent November: 25% of total rent February: 25% of total rent April: 25% of total rent

Option 2:

Monthly, in advance of each month.



3. Guarantor

If you wish to secure your accommodation with us and you are planning to pay your rent in instalments, we ask that you provide a qualified Guarantor. Guarantor applications who are not UK/ROI residents -may be accepted at the discretion of LIV Student. A Guarantor will be required to provide suitable documentation via the online application process.

A Guarantor is a responsible person who agrees to pay any outstanding rent and associated rent recovery costs for the tenant for whom they are acting as Guarantor, should the tenant fail to keep up with the rent payments for the accommodation. The agreement is a legally binding document and should not be signed lightly.

Providing a Guarantor is common practice and provides LIV Student with the security and knowledge that the rent will be paid in full.

LIV Student will carry out all necessary reference checks as prescribed by law and will reserve the right to reject nominated Guarantor applications if the requested information is not provided and the nominated Guarantor does not meet the minimum requirements. The minimum requirements for a Guarantor are:

 In full-time employment (earning annually a minimum of thirty (30) times the tenant's monthly rent)

4. Cancellation Policy

4.1 Cancellation cooling off period(s)

If you choose to cancel your booking with LIV Student, you will have up to 7 calendar days after signing your Tenancy Agreement to do so

For bookings made before the 1st of August

If you made your booking fewer than 7 calendar days before your Tenancy Agreement start date, you may cancel your booking until the earlier of (a) 7 calendar days after signing your Tenancy Agreement, or (b) the date the Tenancy Agreement commences. You may not cancel once your tenancy commences.

For bookings made after the 1st of August

If you made your booking fewer than 3 calendar days before your Tenancy Agreement start date, you may cancel your booking until the earlier of (a) 3 calendar days after signing your Tenancy Agreement, or (b) the date the Tenancy Agreement commences. You may not cancel once your tenancy commences.

You may request to cancel your booking by sending an email to dublin@livstudent.com/sheffield@livstudent.com/belfast@livstudent.com together with any supporting documentation you wish to use as grounds for cancelling.

LIV Student will refund your deposit, where applicable, within ten (10) calendar days of accepting your cancellation. International bank transfers can take longer to process funds and incur a transfer fee.

4.2 Cancellations after the cooling off period(s)

You will not be eligible to automatically cancel your booking after your cooling off period has ended. You and your Guarantor (if applicable) will be required to meet the obligations set out within your Tenancy Agreement, or to find an eligible replacement tenant for your Tenancy Agreement.

4.3 Termination of your Tenancy Agreement after you have moved into the accommodation (or your tenancy has commended)"

We hope you speak to our local property manager if you are thinking about leaving your accommodation. If you do decide to leave your accommodation during your contracted term, the landlord may agree to release you from your contract, providing the conditions set out below are met:

- You find a suitable replacement (who must be over 18 and enrolled as a full-time student at a local university or college) to take a new Tenancy Agreement for your room for the remaining period of your contract, and;
- The incoming tenant must enter into a Tenancy Agreement with LIV Student, providing the relevant requested documents, and where relevant also providing a suitable Guarantor.

Refunds due will not be processed until the incoming tenant taking over the contract has signed the Tenancy Agreement, paid, and moved into the accommodation. If you fail to find someone to take over your tenancy, you and your Guarantor (if applicable) will be responsible for paying the full rent until the end of your contracted time at the accommodation. You will also remain liable for the rent payment until the new tenant's Tenancy Agreement starts.

There is a £50 fee to the cancelling tenant processing a replacement tenant at LIV Student Sheffield and LIV Student Belfast, for LIV Student Dublin see 1.2 Booking Deposit (Dublin Only).



4.4 Cancellations by LIV Student or the Landlord

Our terms and conditions require you to sign your Tenancy Agreement within the period specified on your electronic Tenancy Agreement.

If you and your Guarantor (if applicable) fail to sign your Tenancy Agreement within this timescale, your Tenancy Agreement may be cancelled. LIV Student retains its right to cancel your Tenancy Agreement should you fail to provide a suitable Guarantor for your tenancy on more than two occasions.

If for any reason LIV Student is not able to offer you accommodation once your Tenancy Agreement is fully signed, we will contact you as soon as possible detailing the reasons why, or offer an alternative solution on terms sufficiently similar to the ones already agreed upon. If we cannot offer a suitable alternative, we will refund all monies paid to LIV Student.

In the event that you fail to make the first Rent payment and/or fail to check in within three (3) calendar days of your agreed check in date, the Landlord reserves the right to cancel the Agreement with immediate effect by notice in writing to you.

4.5 "No Place, No Stay, No Stress" – Flexible Cancellation

This cancellation benefit may be available to full time students booking for the academic term from August 2024 at the discretion of LIV Student.

If you are a prospective full-time student, and

- 1) your offer of a place at your preferred university/higher education institution is withdrawn, or;
- 2) your visa application is not accepted, or;
- 3) Government travel restrictions prevent you from travelling to LIV Student and you withdraw from your course, you may be eligible to receive a refund of your deposit, where applicable.

To cancel under "No Place, No Stay, No Stress", you must supply either:

- (a) a copy of a written rejection letter from your chosen university/college; or
- (b) a copy of the acceptance letter from a new university/college, if your place at your preferred university/higher education institute is withdrawn
- (c) copy of written rejection letter concerning your visa application, if your visa application is not accepted or (d) written evidence from your university/college confirming that you have cancelled your course and will not be enrolled as a student due to Government travel restrictions preventing you to travel.

This must be received by LIV Student (<u>dublin@livstudent.com</u>/<u>sheffield@livstudent.com</u>/<u>belfast@livstudent.com</u>) within two (2) calendar days of the date in which your university/college/visa letter is dated.

On receipt of the required documentation, LIV Student will consider your request and will inform you within 10 calendar days if the agreement will be cancelled. If LIV Student cancels the agreement on this basis your deposit will be refunded, where applicable.

"No Place, No Stay, No Stress" is not applicable once your Tenancy Agreement has commenced.

4.6 Room Moves

We do not offer room moves once you have checked in. In very limited circumstances and depending on availability, we may allow a room move. If you wish to change rooms, please contact the onproperty team to discuss your requirements. If you are upgrading to a higher standard of room, you will have to agree to any uplift in rent. There is a $\pounds/€50$ fee for changing rooms.

5 General Terms

This website is owned by LIV Student which is the trading name of Valeo Management Europe Ltd, a company registered in England and Wales, with company no: 09438966, whose registered address is Wharton Park House, Nat Lane, Winsford, Cheshire, United Kingdom, CW7 3BS.

- 5.1 Please read these terms carefully before you start using our website, as these will apply to the use of the website.
- 5.2 Except where expressly indicated, nothing on this website constitutes an offer to enter into legal relations, including but not limited to contractual obligations and warranties.
- 5.3 While LIV Student takes care and every precaution to ensure that the information contained on this website is accurate and up to date at the time of updating, which will be carried out from time to time as LIV Student sees fit, the information on this website is disclosed "as is" and without any warranty of any kind. LIV Student accepts no responsibility or liability for any loss or damage whatsoever caused as a result of any information contained on this website.
- 5.4 LIV Student is not responsible for and makes no endorsement or certification as to the integrity or accuracy of the contents of any third-party information included on this website. LIV Student recommends that you verify such information with these parties directly.
- 5.5 LIV Student is not responsible for the content of any external sites. Any links to external sites from this one are undertaken at your own risk and without reliance upon any information, representation or certification from LIV Student, its employees or agents.
- 5.6 References to any product or service that has been or may be provided by LIV Student or any third-party company will not constitute promises as to the availability of such products or services at any time. LIV Student reserves the right to make any improvements in and/or changes to products and services described on this website at any time without notice.
- 5.7 Please note that any personal information you provide may be used by LIV Student or our agents for the purpose of customer/client administration as allowed by the General Data Protection Regulation and DPA 2018. If you do not wish your personal information to be used for this purpose, please indicate this by ticking the appropriate box when submitting your details.
- 5.8 Except as indicated, LIV Student or its subsidiaries own the copyright to or valid licence in the contents of this website. All rights are reserved in respect of all trademarks, trade or brand names registered or otherwise, owned or held by LIV Student.
- 5.9 This site is operated and controlled in the United Kingdom and is governed by English law. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.



6. Legal Disclaimer

By using this website, you confirm that you accept these terms and that you agree to comply with them. If you do not agree with them, you must not use our website.

- 6.1 The entire contents of all information published on the world wide web by or on behalf of LIV Student is provided "as is" without warranty of any kind. Notwithstanding the above, and to the fullest extent allowed by law, LIV Student hereby disclaims all warranties and conditions with regard to the contents of this information, including all implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement, except where such disclaimers are held to be legally invalid.
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