

Terms and Conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Downing Students relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term Downing Students or 'us' or 'we' refers to the owner of the website, Downing Property Services Ltd, whose registered office is 5, Myrtle Street, Liverpool, L7 7DN. Our company registration number is Downing Property Services [04496474] England & Wales. The term 'you' refers to the user or viewer of our website. The use of this website is subject to the following terms of use: The content of the pages and pictures contained therein of this website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.

You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

Video, photography and images

The photography/images used on the pages of our website are typical of our accommodation. The generic photography/images are indicative of what the accommodation looks like and room sizes, layouts, fixtures and furniture may vary. The soft furnishings used in the photography/videos are not included in our offering. For information about what you will get in each room, please refer to the features section of the property page. For new properties that are in the process of being built, computer-generated images or artist's impressions may be used to represent what the properties will look like on completion. The content and footage within videos are correct at the time of filming. Imagery is illustrative of properties, rooms and facilities only and individual rooms may vary in layout and content.

Cancellation policy

1. An 'Academic year' covers the period 1st September to 31st August. Provided you haven't collected the keys to the accommodation, you may be able to cancel your booking by writing or sending an email to us at info@downingstudents.com, subject to the following terms:

- **For bookings made before the 31st July for the next 'academic year'** you may cancel your booking within 48 hours from the time of booking. If you chose to cancel your booking with Downing Students during the cancellation period we will retain £75 from the deposit paid in lieu of administration fees.
- **For Bookings made between the 1st and 31st of August for the next academic year** you will not be able to cancel.
- **Bookings made in and for the current academic year may not be cancelled.**
- In the instance where a deposit is paid and the offer of accommodation is declined i.e. the tenant fails to manually or digitally sign a Tenancy Agreement, we will retain £75 from the deposit in lieu of administration charges.

Subject to the cancellation periods stated above once you have signed your tenancy agreement you will be legally bound by the terms stipulated in your tenancy document.

2. Once the Cancellation Period has expired or if you have collected the keys for your accommodation you will be legally bound by the terms and conditions of the Tenancy Agreement and will be liable to pay all the amounts due. You cannot terminate, or be released from your Tenancy, until such time another full time student has entered into an agreement, with Downing Students, to rent your room. Please note that a room can only be re let at the higher of the rent specified on the tenancy agreement and the current prevailing rent. This may not necessarily be the same as the rent specified on the outgoing tenant's agreement. Any outstanding amounts on your account must be paid in full prior to the landlord agreeing to re let your room. You are not permitted to sub let your room; all rental agreements must be made through Downing Students. In order for Downing Students to re let your room you must complete a Re let form and administration charges will apply.

3. **No Place No Pay:** Provided you have not collected your keys the following will apply:- If your offer of a place at your preferred/current University/Higher Education Institution is withdrawn by the University/Higher Education Institution as a result of you not achieving their required entry grades or passing your end of year exams, you may be eligible to be released from this agreement. You may also be eligible to be released from this agreement if you are a prospective first year undergraduate student and you choose to go to a different University because you have exceeded your expected grades. To apply to be released from this agreement in the circumstances referred to above, you will need to supply us with a copy of:

a written rejection letter from your chosen university /college or UCAS or a screen shot of your UCAS status which confirms that the required results were not achieved; or

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

These document(s) must be received by us within **7 calendar days** from the date your results are published or by 1st September (which ever date is the sooner). Please email the documentation to info@downingstudents.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.

4. If you cannot get a VISA to study in the UK: Provided that you have NOT collected the keys, and you have evidence in writing that your application has been refused, we will release you from the tenancy and refund the deposit, provided that you send this evidence to us **within 1 week** of your notification.

If the Tenancy has already commenced, and you have NOT collected your keys, you will be charged for the period from the 'Tenancy Start Date' to the date you send us with evidence that you have not been granted a VISA, provided that we receive the evidence in writing **within 1 week** of your notification. If you have moved into the accommodation prior to your Visa application being declined you will be responsible for the rent until we can find a student to rent your room.

PAYMENT OF BOOKING FEE/DEPOSIT AND AUTHORISATION OF FUTURE PAYMENT OF INSTALMENTS

1. When you complete your booking, you are agreeing to submit an up-front payment for the processing of your booking, which also acts as the deposit paid by you in relation to the AST ("**Booking Fee/Deposit**"), and to authorise the future payment of instalments in relation to the rent payable under the AST ("**Future Payments**").

2. You may submit such payments using a credit card or debit card.

3. The prices of rooms are set out on the website and will be notified to you when you use the Online Booking Service.

4. You confirm that the credit/debit card that is being used is yours or that you have the authority of the card-holder to make the payments set out at Clause 1. All credit/debit card holders 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.

5. We are not responsible for the card issuer or bank charging you or the card-holder as a result of our processing of the credit/debit card payments in accordance with your booking.

RENTAL DISCOUNTS AND PROMOTIONAL OFFERS

1. Payment in Full Discount

Payment in full discount is only applicable when the following criteria is met:

- a) You pay the full rental fees (minus the 1.5% discount) as specified in your tenancy agreement.
- b) This payment is made on the due date specified in the tenancy agreement
- c) You complete the full term as outlined in the tenancy agreement and do not re-let your room to another party during your tenancy.

If the above criteria is not met, the payment in full discount will not be applied to your account.

2. Rental Discount / Promotional offers

If you are offered a booking discount or qualify for any other promotional offer in respect of your rental, the booking discount or other promotional offer will only be applied to the rental specified in your tenancy document if the following criteria are met:-

- a) all relevant paperwork is completed strictly within the period or periods specified in covering e-mails or letters to you;
- b) there are no rental arrears on your account on the date the discount or promotional offer is to be applied;

c) you comply with all other qualifying conditions that have been notified to you.

Subject to the above, the discount or promotional offer will be applied to the final rental payment specified in your tenancy document. Offers are not transferrable and will become void if the agreement is terminated early.

3. Any specified discount or promotional offer is not to be used in conjunction with any other discount or promotional offer that may otherwise be available. This excepts any offer noted in point 1 above (full rental payment discount), which may be applied in conjunction with other discount or promotional offers

4. 'Refer a Friend Offers' will only apply to the property as advertised and to applications made in the Offer Period as advertised. To qualify for a 'Refer a Friend Offer' the following criteria will apply:

a) The Student making the referral (the 'Referee') must first have fully completed a tenancy agreement for the same Accommodation as specified in the offer prior to referring a friend (the 'Referred').

b) The Referred must not have previously made an application to, or resided in any properties owned or managed by Downing Students.

c) The Referred must then submit their application within the offer period, for the accommodation specified in the offer, using the Referee's Downing Students ID and complete all the relevant paperwork strictly within the period or periods specified in covering e-mails or letters to them.

d) Provide there are no arrears on their account, The Referee will have the discount applied to their final payment as specified in their tenancy agreement, provided the Referred completes a Tenancy Agreement, pays a deposit and has submitted debit/ credit card details for the payment of their rent.

e) The offer will be void if the Referred is released from the Tenancy Agreement, for whatever reason, prior to the commencement date of their tenancy.

f) Any offer or discounts are not transferable.

g) Any agreed cash incentive or 'cashback' will be offset against the rental payments of the Referee. Where the account has been paid in full, payment will be made direct to the Referee's bank account.

h) This offer only applies to students who are applying to Downing Students directly not via a third party agent or through a University nominations agreement.

Privacy Policy (prior to 24/05/2018)

Last updated 28/03/2014. See our updated privacy policy [here](#)

This privacy notice applies to personal data collected by Downing. It does not apply to personal data collected by third parties through individuals, other organisations or via other websites.

Who we are:

Downing is a leader in the construction, development, provision and management of high quality purpose built student accommodation across the UK.

Personal information:

You may provide personal information to create an application and to set up payments with Downing. Personal information which you provide to us may be used in the following ways:

To create and process an application for accommodation

To allocate and create a tenancy agreement, lease or licence

To create a payment schedule and process payments

For audit and statistical analysis

For events and offers

For fraud prevention

For debt collection

For the provision of personal contents insurance cover.

We will use the information provided to create a tenancy agreement or licence offered by Downing. We will use the information to manage your account and to contact you when necessary throughout the duration of your contract. We may also check and share your information with local authorities, statutory bodies and in relation to Downing Students, education establishments such as colleges and universities.

Third party information.

We will share your information in the following ways and where necessary.

To local councils, statutory bodies and universities as required.

To insurance brokers in the provision of insurance

To debt collection agents, our solicitors or Guarantor for outstanding debts.

To the preferred internet / Wi-Fi service provider to Downing.

How long do we keep this data?

Unless there is a specific or legal requirement we will not keep this data any longer than is necessary for the purpose it was collected or for which it may be further processed.

Your personal information:

You have the right to request access to your personal information.

You have the right to update your personal information.

You can do this by emailing info@downing.com

If you have any queries or complaints about how we use your personal information please contact us at info@downing.com.