

**YOUR ATTENTION IS DRAWN TO THE PROVISIONS OF PARAGRAPHS 11, 12 AND 22.****1. INTERPRETATION**

These terms and conditions for advertising (the "Terms") apply between the University of Warwick (the "University" or "us") and the person(s) seeking to let their property through the Warwick Studentpad Platform ("WSP") (the "Service User" or "you"). Headings are used for ease of interpretation only and do not affect the construction of these Terms.

**2. APPLICATION OF THESE TERMS**

By submitting an application to register your Property (as defined below), you are agreeing to abide by these Terms. It is essential that, when agreeing to abide by these Terms, you are in a position to have full management and control of the Property and are duly authorised to enter into these Terms with us.

**3. FEES, CHARGES AND REFUNDS**

You must create your advertisement for your property ("Property") for the letting period ("Letting Period") using WSP (the "Advertisement"). Once the University has approved your Advertisement, you must make payment for the Advertisement (the "Advertisement Fee"). Payments must be made online via the University's merchant account. Please refer to our current Pricing List for up to date information regarding pricing. Your Advertisement will not go live until we have received the Advertisement Fee in full. Once the Advertisement Fee is paid, it will not be refunded, even if your Advertisement does not go live, you decide not to complete the advertising procedure or your Property does not let. You are responsible for ensuring that you and your Property comply with these Terms before you submit your Advertisement application.

**4. DOCUMENTS PROVIDED BY SERVICE USER**

Before the University can approve your Advertisement, you must provide a copy of the following documents:

**4.1** a current gas safety certificate which is valid for the duration of your Advertisement; and

**4.2** an electrical installation condition report (EICR or EIC), which is valid for the duration of your Advertisement; and

**4.3** an Energy Performance Certificate (which evidences that the Property complies with the minimum EPC rating requirements set out under applicable law as amended from time to time), which is valid for the duration of your Advertisement; and

**4.4** evidence of HMO Licence, which is valid for the duration of your Advertisement, if your Property is required by applicable law to have a HMO Licence. If you have applied for a HMO licence for your Property but it has not yet been granted, please upload evidence of your HMO Licence application submission; and

**4.5** evidence of ownership of the Property. This could be an official copy of the title to the Property dated with 7 days of the date of your Advertisement application (a title plan is not required) or, if your title is unregistered, please provide a copy of your title deeds; and 4.6 proof of identity. This can be either an up to date driving license or passport, for each Property advertised. You must supply updated safety certification when existing certifications expire. Service User must notify the University about any changes, such as a change to the ownership of the Property, at least seven (7) days in advance of such changes coming into effect. Advertisements for properties with an expired certificate will be suspended until updated certification is supplied.

## 5. SERVICE USER'S RESPONSIBILITY FOR PROPERTY

**5.1** It is the Service User's duty to carry out statutory testing, servicing and risk assessments of services, appliances, and assets within the Property. The Service User is solely responsible for ensuring that it has all of the necessary documents and certifications in place prior to making an application to advertise with WSP and the Service User is solely responsible for ensuring that the letting of the Property complies with applicable laws and regulations in force from time to time. This includes but is not limited to fire alarm systems, emergency lighting, passenger lifts, fire doors, and electrical and gas equipment owned, provided or installed by the Service User within the property. The Service User is also fully responsible for conducting all necessary 'Right to Rent' checks. Please contact your local authority regarding regulatory checks which need to be carried out by a competent person, frequency of checks and how checks are to be recorded.

**5.2** The University shall not be responsible for any debt, damage or other kind of losses suffered by you that is caused by any tenants of your property, even if those tenants are students of the University. It is your responsibility to ensure that you conduct appropriate checks on the suitability of any prospective tenant of your Property.

## 6. REFUSAL OF ADVERTS

**6.1** Applications for adverts will be accepted at the sole discretion of the University. The University reserves the right to refuse or remove an Advertisement, a Property or Landlord at any time on the grounds of (but not limited to):

- 6.1.1** Forged or falsified compliance documents/certificates;
- 6.1.2** Breaching housing regulation and/or housing law;
- 6.1.3** Serious and/or persistent complaints from students;
- 6.1.4** Misinformation in breach of Advertising Law and Standards; or
- 6.1.5** Identification of the landlord by local authority as not a "fit and proper person".

## 7. SERVICE USER OBLIGATIONS

The Service User agrees:

**7.1** it is not in breach of any applicable laws, codes, guidance or regulations (including but not limited to those relating to advertising standards) arising under English law; **7.2** it does not and will not infringe any third party intellectual property rights;

**7.3** it does not contain any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful

**7.4** to ensure that any material posted to WSP:

- 7.4.1** is not defamatory of any person;
- 7.4.2** is not obscene, offensive, hateful or inflammatory;
- 7.4.3** does not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 7.4.4** does not disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual unless such individual has provided consent for use of his or her data in this way;
- 7.4.5** does not infringe any copyright, database right or trade mark of any other person; confidence;
- 7.4.7** will not be in contempt of court;
- 7.4.8** is not likely to harass, upset, embarrass, alarm or annoy any other person;
- 7.4.9** does not impersonate any person, or misrepresent your identity or affiliation with any person;
- 7.4.10** does not give the impression that the advertisement emanates from a particular person or entity if this is not the case;
- 7.4.11** does not advocate, promote, incite any third party to commit, or assist any unlawful or criminal act;

**7.4.12** does not contain a statement which the Service User knows or believes, or has reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; and/or

**7.4.13** does not contain any advertising or promote any services or web links to other sites unless this is otherwise approved by the University.

**7.5** The Service User shall not misuse the WSP by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. The Service User shall not attempt to gain unauthorised access to the WSP or any server, computer or database connected to WSP. The Service User shall not attack WSP via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, the Service User would commit a criminal offence under the Computer Misuse Act 1990. The University will report any such breach to the relevant law enforcement authorities and the University will co-operate with those authorities by disclosing the Service User's identity to them. In the event of such a breach, the Service User's right to use the WSP will cease immediately.

**7.6** If the Service User wishes to carry out any risk assessment or testing of the WSP or Site, including but not limited to penetration testing, the Service User shall give the University no less than 5 working days' notice of the date on which the assessment or testing is to take place.

**7.7** The Service User shall:

**7.7.1** provide the University with:

**7.7.1.1** all necessary co-operation in relation to these Terms;

**7.7.1.2** all necessary access to such information as may be required by the University; in order that the University can deliver the Advertisement.

**7.7.2** comply with all applicable laws and regulations with respect to its activities under these Terms.

**7.8** Except as expressly and specifically provided for in these Terms:

**7.8.1** the Service User assumes sole responsibility for results obtained from the use of WSP by the Service User, and for conclusions drawn from such use. The University shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the University by the Service User in connection with WSP or any actions taken by the University at the Service User's direction;

**7.8.2** all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and

**7.8.3** WSP is provided to the Service User on an "as is" basis.

**7.9** Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way (including but not limited to, the making of any representation or warranty, the assumption or any obligation or liability and the exercise of any right or power).

**7.10** The Service User may not set off any claims against any monies payable by the Service User to the University under these Terms or otherwise.

**7.11** This Agreement, its content, the matters to which it relates and information exchanged pursuant to it are confidential between the parties. On expiry or termination of these Terms each party shall return to the other the other's confidential information.

## **8. DISCLOSURE OF INFORMATION**

Service Users agree, by choosing to advertise with WSP, that information relating to a Property assessment conducted by a University representative may be shared with state and enforcement agencies.

## 9. INTELLECTUAL PROPERTY

You must not use the University logo or branding without the University's prior written consent. All Intellectual Property Rights in, or arising out of or in connection with, the services rendered under or pursuant to these Terms shall be owned by the University.

## 10. DATA PROTECTION

Each party shall comply at all times with the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR), and any relevant replacement UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions ("Data Protection Legislation") and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation.

## 11. LIMITATION OF LIABILITY

**11.1** References to liability in this clause 11 include every kind of liability arising under or in connection with the Terms including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

**11.2** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

**11.3** Nothing in this clause 11 shall limit the Service User's payment obligations under these Terms.

**11.4** Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**11.5** Subject to clause 11.2 (No limitation in respect of deliberate default), and clause 11.4 (Liabilities which cannot legally be limited), the University's total liability to the Service User shall not exceed three times the amount of the fees paid per Property by the Service User to the University. **11.6** Subject clause 11.2 (No limitation in respect of deliberate default), clause 11.3 (No limitation of customer's payment obligations) and clause 11.4 (Liabilities which cannot legally be limited), this clause

**11.6** sets out the types of loss that are wholly excluded: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential loss. This clause 11 shall survive termination of these Terms or the Advertisement.

## 12. WARRANTIES AND INDEMNITIES

**12.1** The Service User warrants and represents to the University that, at the point at which these Terms are accepted by the Service User and for the duration of the letting of the Property in question, the following conditions set out in clause 12.1.1 - 12.1.19 are true and accurate. The Service User shall fully indemnify and hold the University harmless against all claims, losses, demands and costs arising out of or in connection with any breach of this clause 12. In relation to the Property, the Services User warrants and represents that:

### Electrics

**12.1.1** the Service User has obtained a periodic inspection report of the electrical installation carried out by a NICEIC or ECA registered electrician in accordance with BS7671 ("Periodic Inspection Report") and has given a copy of the Periodic Inspection Report to the University;

**12.1.2** all electrical equipment, appliances, apparatus or devices provided by the Service User at the Property are safe and as required by all legislation and in particular the Electrical Equipment (Safety) Regulations 2016 (or any subsequent legislation);

**12.1.3** all electric plugs, sockets, adaptors and appliances provided by the Service User comply with the Plugs and Sockets (Safety) Regulations 1994 (where applicable) (or any subsequent legislation) and are correctly fitted;

**12.1.4** whenever the Service User carries out an inspection or assessment of the electrical installation or electrical equipment at the Property whilst the property is being Actively Advertised on the WSP Platform, then the Service User will ensure that, following the work, the relevant certification and associated paperwork is promptly copied to the University for their records whilst the property is being actively Advertised on the WSP Platform;

**Gas safety**

**12.1.5** the Service User will ensure that an annual safety check is carried out at the Property by a GAS SAFE registered engineer at least once every twelve (12) months. The Service User must provide a copy of that annual safety check to the University within ten (10) days of receipt of the annual safety check whilst the property is actively being Advertised on the WSP Platform;

**12.1.6** every cooking appliance at the Property fuelled by gas conforms with all legislation and in particular the requirements of the Gas Appliances (Safety) Regulations 1995 where applicable (or any subsequent legislation);

**12.1.7** whenever the Service User carries out an inspection or assessment of the gas installation or electrical equipment at the Property whilst the property is being Actively Advertised on the WSP Platform then the Service User will ensure that, following the work, the relevant certification and associated paperwork is copied to the University for their records within ten (10) days of the inspection taking place;

**Legionella**

**12.1.8** the Service User possesses a current Legionella Report/Risk Assessment in respect of the Property;

**Fire safety**

**12.1.9** all fire equipment, fixtures and fitting serving the property meets the licensing of Housing of Multiple Occupation, and housing regulation standards.

**Asbestos**

**12.1.10** the Service User possesses a current Asbestos Management Report in respect of the Property;

**HMO Licence**

**12.1.11** the Property is registered as a HMO (or that the Service User has submitted a HMO application to the relevant Local Authority and can provide evidence of such submission) if required to do so by applicable law;

**Energy Performance Certificate**

**12.1.12** the Service User possesses a current and valid Energy Performance Certificate for the Property;

**Furniture and Furnishings**

**12.1.13** all furniture and furnishings supplied with the Property comply with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended);

**Carbon Monoxide Alarms**

**12.1.14** the Property has an appropriate amount of fully functioning carbon monoxide and smoke alarms as required by applicable law. Where applicable, there are fully functioning carbon monoxide alarms in all rooms that contain solid fuel (wood/coal) appliances;

**Student Deposits**

**12.1.15** any student deposit will be held by either (a) the Deposit Protection Service, (b) the Tenancy Deposit Scheme or (c) MyDeposits, or otherwise accordance with applicable law;

**Compliance with Laws and Industry Standard Guidelines**

**12.1.16** at all times during the Letting Period, the Property and its contents comply with all current UK legislation and industry standard guidelines;

**Criminal Convictions**

**12.1.17** the Service User has no unspent criminal convictions;

**Statutory or Public Notices**

**12.1.18** the Service User is not aware of any statutory or public notices affecting the Property which would make the Property unsuitable as a residence for students (or where there are any such notices, the Service User has disclosed them to the University);

**Insurance**

**12.1.19** the Service User will ensure they have adequate property insurance cover and property owner's liability cover of not less than £5,000,000 (five million Great British Pounds) ("Required Insurance Cover") at all times and the Service User must provide evidence of the Required Insurance Cover to the University on demand;

**General**

**12.1.20** and they will take all other actions that may be required by applicable law, regulations, policies, industry standards or codes of practice in force from time to time.

**13. TERMINATION**

**13.1** If the Service User breaches these Terms, the University may immediately terminate the Advertisement and no refund of Advertisement Fee will be payable.

**13.2** The University may terminate the Advertisement at any time without cause. The University does not need to give any written notice prior to terminating these Terms or our relationship with the Service User.

**14. FORCE MAJEURE**

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**15. ASSIGNMENT AND OTHER DEALINGS**

The University may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms. The Service User shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms.

**16. CONFIDENTIALITY**

The Service User undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the University, except as may be required by applicable law. The Service User shall not use the University's confidential information for any purpose other than to perform its obligations under these Terms.

**17. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between the University and the Service User and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Service User acknowledges that, in entering into the Terms, it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. The Service User agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms. Nothing in this clause shall limit or exclude any liability for fraud.

**18. WAIVER**

A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**19. SEVERANCE**

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

**20. NOTICES**

Any notice given under or in connection with these Terms shall be in writing and shall be delivered by email to warwickstudentpad@warwick.ac.uk.

**21. THIRD PARTY RIGHTS**

Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

**22. INDEMNITY**

The Service User shall indemnify the University against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the University arising out of or in connection with these Terms.

**23. GOVERNING LAW**

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**24. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

**25. COMPLIANCE WITH LAWS**

In performing its obligations under the agreement, the Service User shall comply with all applicable laws, statutes, regulations and codes from time to time in force and all of the University's policies and procedures in force from time to time. The University may terminate these Terms with immediate effect by giving written notice (which may be sent by email) to the Service User if the Services User commits a breach of this clause 24.

**26. AMENDMENTS TO THESE TERMS**

The University reserves the right to amend these Terms at any time.