

YOUR ATTENTION IS DRAWN TO THE PROVISIONS OF PARAGRAPHS 3 AND 5.**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 rent out a property through the Warwick Studentpad Platform ("WSP") (the "Service User" or "you").

2. APPLICATION OF THESE TERMS

By using WSP, you are agreeing to abide by these Terms.

3. YOUR RESPONSIBILITY FOR YOUR LETTING

3.1 Before a property ("Property") is advertised for let on WSP (the "Advertisement"), the University asks that the landlords ("Landlords") of each Property provide the following:

3.1.1 a current gas safety certificate (if applicable) which is valid for the duration of the Advertisement; and where the issuing contractor is on the Gas Safe Register; and

3.1.2 electrical installation condition report (EICR or EIC) which is valid for the duration of the Advertisement; and where the issuing contractor is registered with NICEIC, NAPIT, ECA or ELECSA; and

3.1.3 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 the Advertisement; and

3.1.4 evidence of HMO Licence, (if applicable by law) which is valid for the duration of the Advertisement. If Landlords have submitted a HMO application but have not yet received their HMO Licence for the Property, they may up-load evidence of the HMO Licence application submission; and

3.1.5 if not advertising a larger scheme then evidence of ownership of the Property; and

3.1.6 if not advertising a larger scheme then proof of identity.

3.2 We advise that you should ask the Landlord to separately provide you with copies of the documents listed in clause 3.1 of these Terms in order to assess the suitability of the Property. The University only acts as an introducer and it is your sole responsibility to satisfy yourself as to the suitability of the Property in question. If you have any queries regarding the safety, legality or suitability of a particular Property, you should contact the Landlord of such Property through WSP. Alternatively, you can contact the Local Authority or Warwick's Students' Union Advice Centre who may be able to give you some advice.

3.3 It is the Landlord's sole responsibility to ensure that their Property is safe and that the letting of the Property complies with all applicable laws, regulations and industry best practice. If you have any questions regarding this, you should contact the Landlord of the Property. The University makes no representation, warranties nor does it give any assurances as to:

3.3.1 *the legality of the letting;*

3.3.2 *the safety of the Property; or*

3.3.3 *the character or suitability of the Landlord.*

3.4 The University shall not be liable for any losses or damage you may suffer as a result of the safety, legality or suitability of the letting. You use this WSP service entirely at your own risk.

4. 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.

5. Limitation of liability

5.1 References to liability in this clause 5 include every kind of liability arising under or in connection with the Terms including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

5.2 Neither party may benefit from the limitations and exclusions set out in this clause 5 in respect of any liability arising from its deliberate default.

5.3 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).

5.4 Subject to clause 5.2 (No limitation in respect of deliberate default) and clause 5.3 (Liabilities which cannot legally be limited), the University's total liability to the Service User shall not exceed three times the published Advertisement Fee paid by the relevant landlord to the University for the Property in question.

5.5 Subject clause 5.2 (No limitation in respect of deliberate default) and clause 5.3 (Liabilities which cannot legally be limited), this clause 5.5 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 5 shall survive termination of these Terms.

6. 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.

7. 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.

8. 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.

9. Entire agreement

These Terms constitute the entire agreement between the parties and supersedes and extinguishes 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.

10. 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.

11. 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.

12. 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

13. 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.

14. 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.

15. 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.

16. 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.

17. Compliance with Laws

In performing its obligations under these Terms, 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 the agreement with immediate effect by giving written notice to the Service User if the Services User commits a breach of this clause 17.

18. Amendments to these Terms

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