**This Agreement sets out the terms and conditions for the hire of accommodation at University of South Wales. It is suitable for individuals or for group bookings. If it is a group booking, this assumes there is one lead person, who shall be the primary point of contact for the group. References to Guest(s) below also apply to the Client who makes the booking where the Client is staying in the accommodation.**

**BACKGROUND**

Under the terms and conditions of this Agreement the University will provide the facilities and services referred to herein and the Client shall pay to the University the sums for those facilities and services as detailed below and the Guests shall comply with the terms and conditions of this Agreement as detailed below.

**DEFINITIONS**

In this Agreement the following terms and expressions shall have the meanings set out below:-

|  |  |
| --- | --- |
| “Client” | The person in whose name the booking is made and, (if applicable), in the case of a group booking this may be the Group Leader. |
| “Facilities” | The common parts of the Premises and the shared amenities within the Premises designed for shared use by persons residing at the Premises. |
| “Furniture” | The furniture furnishings and effects within the bedrooms and kitchen/common rooms at the Premises as detailed in Schedule 2. |
| “Group Leaders” | The person (if any) nominated by the Client as its duly appointed agent to be responsible on its behalf for all arrangements concerning the use of Rooms and the conduct of the Guests. |
| “Guest” | Any person booked in for residence at the Premises by the Client. |
| “Hire Commencement Date” | The first day of the Hire Period referred to in Schedule 1. |
| “Hire Period” | The dates set out in Schedule 1 for which the Client has confirmed that it wishes to make a booking. |
| “Premises” | Those premises described in Schedule 1 together with the common grounds and parts thereof. |
| “Regulations” | The University Code of Conduct and any additional regulations of the University applying to residential accommodation a copy of which regulations is appended to this Agreement |
| “Residence Manager” | The person or persons from time to time nominated by the University to manage the Halls |
| “Room” | A room within the Premises designed for single occupancy (unless otherwise specified in Schedule 1). |
| “Schedules” | The schedules attached to this Agreement.  “University” The University of South Wales a Higher Education Corporation established under s121 of the Education Reform Act 1988 of 8 Forest Grove, Treforest, Pontypridd, CF37 1DL |

## HIRE OF PREMISES

* 1. The University shall grant to the Client and the Guests use of the Rooms and non- exclusive use of the Premises and the Facilities for the Hire Period on the terms set out in this Agreement and the Regulations in common with the occupation and use of the Premises and Facilities by the University and all others authorised by the University. Use or occupation of the Rooms is not exclusive and the University reserves the right for its staff and contractors to enter the Rooms for cleaning or maintenance reasons, to assist in the general management of the Premises or in an emergency situation. Prior notice will be given to the Client or the Guests where reasonably practicable.
  2. The Client acknowledges that this Agreement is not intended to confer exclusive possession on the Client or its Guests, nor to create the relationship of landlord and tenant between the Client and the University. The Client acknowledges that it is permitted to use the Rooms as licensee only.

## COST AND AVAILABILITY OF ACCOMMODATION

* 1. The University will reserve such number of Rooms as are specified in Schedule 1.
  2. The Client will pay to the University the charges set out in Schedule 1 in the manner, and at the time(s) set out in Schedule 1.
  3. All accommodation within the Premises shall be comprised of single rooms.
  4. The University shall provide a digital key card to each Room. These will be provided to each Guest upon arrival.
  5. The Group Leaders and the Guests will have access to the communal kitchens, common room and main common room at the Premises.
  6. The services provided by the University (including the Rooms and Facilities to be hired to the Client) are supplied only for private use and not for any commercial, or business purpose.

## CLEANING SERVICES

* 1. The University will arrange that once per week the bedrooms and bathrooms are cleaned and bed linen is changed. Guests must make their own beds.
  2. Shared kitchens and common areas in Halls will normally be cleaned on a weekly basis, Monday to Friday.

## HEALTH AND SAFETY/PROVISIONS

* 1. The University provides a one page emergency briefing on the main door of each Premises which includes details of fire procedures and fire meeting points. It is the Client’s responsibility to ensure that the Group Leaders are briefed and in turn have notified the Guests of these regulations. The Client shall ensure that the Group Leader and each of the Guests is familiar with, understands, and complies with such regulations during the entirety of the Hire Period.
  2. No animals, other than assistance dogs (details can be found at <http://www.assistancedogs.org.uk/law/>), may be brought onto or accommodated on the Premises. If assistance dogs are to be brought onto the Premises the Client must notify the University at the time of booking so that reasonable adjustments can be made to accommodate the needs of the canine delegate.
  3. The University complies with the Smoke-free Premises etc. (Wales) Regulations 2007. The University recognizes that whether a person smokes or not is a matter of personal choice but the location of where they smoke is subject to regulation. These rules apply to the use of electronic cigarettes personal vapourizers or electronic nicotine delivery systems as well as cigarettes cigars and pipes. Premises are smoke-free zones and this prohibition is also extended to building entrances and the immediate vicinity of buildings particularly where there are adjacent windows. All Guests are required to follow this rules while on the Premises.
  4. Lighted candles, incense burners or plug-in air fresheners are not allowed on the Premises.
  5. No form of heating is permitted in the Premises other than that provided by the University.
  6. The University shall provide microwave, kettle, oven and fridge/freezer within the shared kitchens. The Client is entitled to bring any pots/pans/cutlery/crockery and supplies they might need during their stay plus conventional electrical items such as mobile phone chargers, lap tops, hair dryers, straighteners and irons but no other electrical cooking items.
  7. The University shall provide two rolls of toilet paper per toilet. The Client is entitled to bring additional toilet rolls with them.
  8. The Client shall and shall ensure that Guests or Group Leaders do immediately report to the University any accident, injury or health and safety concern which occurs during the Hire Period. Such report must include name, age and address of injured person; type of injury and circumstances in which injury occurred; whether any injured persons were taken to hospital or not; and such other information reasonably required by the University in order to discharge its legal obligations including those arising under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (SI 2013/1471)

## GUESTS UNDER 18 YEARS OF AGE

* 1. No Guests under the age of 12 are allowed to stay as Guests on the Premises. The University will not assume responsibility for the welfare of Guests under 18 years of age and the Client shall ensure that a nominated adult person or persons made known to and approved in advance by the University (and who shall be staying with the other Guests at all times during the Hire Period) will take full responsibility for the welfare of Guests under the age of 18. The nominated adult shall be a Guest for the purposes of this Agreement. The Client shall ensure that such nominated adult shall fully comply with the provisions laid down in the Children Act 1989, the Children Act 2004 and all other applicable legislation including risk assessments, parental waivers and safeguarding standards. The Client shall ensure that all and any nominated adults comply with the University’s Policy for under 18s in accommodation on the University’s accommodation pages of its website.
  2. For groups including Guests under the age of 18, the Client shall ensure that supervision is provided at a ratio in accordance with all relevant laws, regulations and guidance relating to the supervision of Guests under the age of 18. The Group Leader may be one of the adult supervisors.
  3. If the University discovers unaccompanied children on the Premises it will instigate the procedures set out in its Safeguarding of Children Policy. Link for full details as stated below. [insert link]
  4. The Client shall provide the University with the names of all Group Leaders and other staff before they attend the Premises.
  5. It is a condition of this Agreement that the Client, Group Leaders and Guests comply at all times with all and any relevant laws, regulations and guidance relating to the safeguarding and safety of all Guests and that the Client notifies the University as soon as possible of any incident relating to the safeguarding and safety of Guests.
  6. If a notification is made under clause 5.6, the Client shall provide the University with all information relevant to the notification so that it may determine whether the Group Leaders or other staff in question are suitable to attend the Premises.
  7. If the University determine that Group Leader or other staff is unsuitable to attend the Premises for any reason the University may in exclude that person from the Premises and prevent their future attendance at the Premises.

## RECEPTION

The University shall ensure that its residence manager or another appropriate representative shall be at the Premises to attend to enquiries and all routine matters during the term of the Hire Period each weekday from Monday to Friday between 09.00 hrs and 17.00 hrs (or as per hours/days stated at each Hall). Outside of these hours normal security services will be provided.

## DAMAGE AND LOSS OF DIGITAL KEY CARDS

* 1. In the event of any damage to the Premises caused by any Group Leader or Guest the University will promptly bring it to the attention of the Client unless the damage is not discovered until after the end of the Hire Period. The Client shall be responsible for paying the costs of making good any such damage done to the Premises, the Facilities or Furniture caused by any Group Leader or Guest during the Hire Period and the University shall be entitled to make an additional reasonable charge to the Client to cover the cost to the University of repairing or making good any such damage. Any such charge shall be payable by the Client to the University (together with any applicable VAT) within 14 days after the date of invoice.
  2. Group Leaders or Guests who lose their digital key cards may obtain replacements from the reception desk at the Premises. A £10 charge may be levied for any lost or unreturned keys (whether during the Hire Period or afterwards) and charges for any lost or unreturned swipe cards/fobs (whether during the Hire Period or afterwards). If any Guest fails to pay the charges for lost digital key cards then the Client may be liable to pay such amounts to the University upon demand. The University may withhold duplicate digital key cards until payment has been made.
  3. The Client agrees to pay any charges or costs incurred by the University regarding false or malicious activation of fire-fighting or fire-detection equipment.

## SCHEDULE OF PAYMENT

Schedule 1 contains details of the payment arrangements.

## VAT

All prices quoted in this Agreement and any Schedules are, unless otherwise stated, exclusive of VAT. If the University is obliged to account for VAT in respect of any supply made by the University to the Client, the Client shall pay the University an amount equal to the amount of the VAT and the University shall promptly provide an appropriate VAT invoice to the Client.

## RESERVATION ARRANGEMENTS

Unless otherwise agreed by the University the Client is required at least three calendar months prior to the Hire Commencement Date to provide to the University a list (in writing) of the name, address, age at the date of arrival and date of birth of each Guest and the required number of rooms.

## FORCE MAJEURE

The University shall not be liable for any failure or delay in the performance, in whole or part, of any or its obligations arising from or attributable to acts, events, omissions or accidents beyond its reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving the University’s workforce or the workforce of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

## TERMINATION/CANCELLATION

* 1. The Client may cancel or reduce the number of rooms it has booked by giving written notice to the University as follows:

|  |  |
| --- | --- |
| Cancellation | Cancellation Fee |
| Written notification received more than 12 weeks (including weekend and bank holidays in England and Wales) or more prior to Hire Commencement Date. | We will only retain any specified non-refundable booking fees. All other payments will be refunded and any other fees cancelled. |
| Written notification received less than 12 weeks but more than 6 weeks (including weekend and bank holidays in England and Wales) prior to the Hire Commencement Date. | 50% of the total room cost will be retained. |
| Written notification less than 6 weeks (including weekend and bank holidays in England and Wales) prior to the Hire Commencement Date. | 100% of the total room cost plus any breakfasts will be retained. |

* 1. The University may terminate this Agreement if:

1. Any of the payments due under the terms of this Agreement and Schedule 1 are not paid on the dates specified in this Agreement and/or Schedule 1 for payment;
2. The Client has materially breached any of its obligations in this Agreement (including those obligations set out in the Regulations);
3. The Client repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
4. Where, in the University's reasonable opinion, the Client's conduct or the conduct of its Guests represents a risk to the health and safety or welfare of any person or to the Premises;
5. If anything happens, or there are any circumstances, in relation to the Agreement or the Client which in the University's reasonable opinion raises child protection concerns;
6. The Client's conduct or the conduct of its Guests cause offence, disturbance or fail to comply with the Regulations;
7. The Client becomes bankrupt or enters into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or a Receiver or Administrative Receiver is appointed in relation to the Client or its undertaking or the Client enters into any arrangement or composition for the benefit of the Client’s creditors; or
8. The booking might in the sole discretion of the University prejudice the reputation of the University.
   1. The University shall not be liable for any inconvenience, loss or damage caused to any party as a result of any such cancellation of the Agreement.

## ARRIVAL

* 1. Rooms can be occupied from 14.00 hrs on the Guest’s day of arrival and must be vacated by 10.00 hrs on the day of the Guest’s departure.
  2. The Hall’s residences manager shall have sole discretion in deciding whether a Guest may delay departure until after 10.00 hrs on the day of departure.

## INSURANCE

* 1. The University warrants to the Client that it has buildings insurance for the Premises and an Occupiers’ Liability Insurance policy in force.
  2. The Client warrants that it shall not do anything or cause anything to be done that would cause the University to be in breach of its policies of insurance.
  3. In accordance with clause 16.3 the Client shall remain liable for its own contents and any insurance of such contents and the University shall have no obligations to the Client for such insurance or any damage caused to such contents.

## INDEMNITY

* 1. The Client (acting for itself and on behalf of each Guest) fully indemnifies the University against all actions, claims, costs, demands, losses and expenses of whatsoever nature which may be brought or made against the University or incurred by it and caused by either the Client, a Group Leader or Guest during the Hire Period howsoever arising directly or indirectly out of or in connection with the hiring of Rooms, the use of the Facilities and/or Furniture including without prejudice to the generality of the foregoing:

1. Death of or personal injury to any person; and/or
2. Loss or damage to any property of whatsoever nature and to whomsoever belonging; and/or
3. Any other loss, damage or injury, which may be incurred or suffered by the University or any other party.

## EXCLUSION OF LIABILITY

* 1. If the University fails to comply with this Agreement, the University is responsible for loss or damage suffered by the Client that is a foreseeable result of the University’s breach of this Agreement or the University’s negligence, but the University is not responsible for any loss or damage that is not foreseeable (subject to clause 16.4). Loss or damage is foreseeable if it is an obvious consequence of the University’s breach or if it was contemplated by the Client and the University at the time the parties entered into this Agreement.
  2. Except as set out in clause 16.4 the University has no liability to the Client (whether arising in tort (including negligence), breach of contract, or otherwise) for any loss of profit, loss of business, business interruption, or loss of business opportunity.
  3. Except as set out in clause 16.4 the University will not be liable for any loss or damage caused to any of the Guests’ possessions at any time during the Hire Period and the Client is responsible for ensuring that each Group Leader and Guest is appropriately insured against such loss or damage.
  4. The University does not exclude or limit in any way its liability for:

1. death or personal injury caused by the University’s negligence or the negligence of the University’s employees, agents or subcontractors;
2. fraud or fraudulent misrepresentation;
   1. Except as set out in clause 16.4, the liability of the University arising out of or in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) shall not in any event exceed in the aggregate the amount paid by the Client to the University under this Agreement.

## CONDUCT OF GUESTS

* 1. The Client hereby agrees to abide by and enforce the Regulations (and shall ensure that the Guests and Group Leaders also abide by the Regulations). The Client shall be fully liable for any breaches of these Regulations by the Guests and/or Group Leaders.
  2. The University shall be entitled at its sole discretion to amend the Regulations from time to time and in the event of any such amendment the University shall notify the Client as soon as practicable.
  3. The Client shall ensure that the Guests and Group Leaders shall take reasonable care of the Rooms, the Premises, the Facilities and the Furniture and behave as a reasonable occupier. Each Guest shall be responsible for leaving the Rooms, the Premises, the Facilities and the Furniture in the same condition as they found it on the commencement of the Hire Period
  4. The Client undertakes, both on their own behalf and on behalf of their organisation, to accept full responsibility for the behaviour and conduct of all the Client’s Guests and Group Leaders and others present, whether by invitation or otherwise. The University has the right to suspend or remove any Guest or may terminate this Agreement in its entirety if Guests cause offence, disturb other guests of the University, or fail to comply with the Regulations.
  5. In particular, the Client shall not (and shall ensure that its Guests and Group Leaders shall not):

1. obstruct access to any Rooms or any part of the Premises;
2. remove any of the contents of the Rooms;
3. use the Rooms or any part of the Premises or Facilities for any purpose other than as residential accommodation; or
4. Act in a way to cause or which is likely to cause disruption, distress or offence to either University staff, other visitors, student residents or members of the general public or which constitutes a serious risk to the health, safety or welfare of others or their property.
   1. The Client shall ensure that their Guests abide by the Regulations.
   2. The Client shall not share occupation or possession of the Rooms or the Premises and the Facilities and not allow any unauthorised person’s access to the Rooms, Premises and Facilities. The Client shall ensure that all Guests sign the Guest Registration Book.

## CONFIDENTIALITY

The Client shall keep confidential the terms of this Agreement and any other confidential information concerning the University that is disclosed by the University to it and the Client shall not use any such confidential information for any purpose other than for the performance of its obligations under this Agreement.

## CONTACT INFORMATION

* 1. If the Client has any questions or complaints, please contact the University by emailing the University’s events team at [events@southwales.ac.uk](mailto:events@southwales.ac.uk)
  2. Any legal notice given to a party under or in connection with this Agreement (for example to cancel a booking) shall be in writing and shall be:
     1. Delivered by hand or by pre-paid first-class post or other next working day delivery service or courier to the following addresses:
        1. For the University:Katrina Cookson, Conference Centre, Treforest, CF37 1DL
        2. For the Client: the person named as part of the booking process
     2. Sent by email to/from:
        1. For the University : events@southwales.ac.uk
        2. For the Client: the person named as part of the booking process
  3. Any notice shall be deemed to have been received:

1. if delivered by hand, on signature of a delivery receipt;
2. if sent by pre-paid first-class post or other next working day delivery service, at 09.00 hrs on the second Business Day after posting or at the time recorded by the delivery service.
3. If sent by email, at 09.00 hrs on the next Business Day after transmission (provided the sending Party also sends a confirmatory copy as set out above)
   1. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## DATA PROTECTION

Each Party shall comply with the requirements set out in Schedule 3 to this Agreement.

## GENERAL

* 1. Assignment/transfer

This Agreement is personal to the Client. The Client must not assign or transfer or delegate this Agreement or any of their rights under this Agreement without the University’s prior written consent. The University may refuse access to its premises to Guests whose booking was arranged by person or organisation other than the Client. If the University does so refuse access to its premises, the Client will be responsible to the affected Guest for any loss or damage suffered and will be liable to the University for loss of revenue or additional costs.

* 1. No Partnership

This Agreement is a contract between two independent parties and shall not be construed to create any partnership between the parties. Neither party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other’s behalf.

* 1. Waiver/Modification

The failure of either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions. This Agreement may not be changed or modified except by written agreement signed by a duly authorised representative of each party.

* 1. Third Party Rights

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms and conditions of this Agreement.

* 1. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and invalidates all prior oral or written communications, understandings, representations or warranties relating to the subject matter hereof. Each party warrants to the other that it has not relied on any such commitments, understandings, representations or warranties in entering into this Agreement.

* 1. Invalidity

If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

* 1. Conflict

In the event that there is any conflict between the terms of this Agreement and any Schedules to this Agreement, then the terms of the Schedules shall apply.

**SCHEDULE 1 – ROOM HIRING/PRICING**

University of South Wales campus provides a variety of different of accommodation blocks for you to stay in and you have a choice of a daily or weekly rate with/without bedding.

1. Premises/Hall:
2. Number of Rooms (1 person per room):
3. Names and personal data of each person incl age of any under 18s (as per Schedule 3)
4. Hire Period (from 14.00 on day of arrival to 10.00 on day of departure):
5. Parking is on a first-come, first-served basis at a fee of £2 per day.
6. Breakfast (£9 pppd) (state days/breakfasts required): £9 plus VAT breakfast
7. Total sum due payable either on the day of booking or within 30 days of booking where an invoice is raised, and no later than 12 weeks in advance of the Hire Period in accordance with University of South Wales invoice
8. If the Total sum due is not paid in accordance with the invoice then the University reserves the right to cancel the booking if there is less than 12 week to go until the Hire Period starts
9. Clause 12 of the Agreement sets out he circumstances in which refund of the Total sum due might be repaid in the event of any cancellation.

**PRICES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tariff** | **Details** | **Price ex VAT** | **Price inc VAT** |
| **Individual**  **Daily Room Rate**  **Without bedding** | Private en-suite room with access to a shared kitchen. *NB Minimum two-night stay* | £30.00pppn | £36.00pppn |
| **Individual**  **Daily Room Rate**  **With bedding** | Private en-suite room with access to a shared kitchen. Bedding and towels supplied. *NB Minimum two-night stay.* | £40.00pppn | £48.00pppn |
| **Individual**  **Weekly Room Rate**  **Without bedding** | Private en-suite room with access to a shared kitchen. | £183.75pp | £220.50pp |
| **Individual**  **Weekly Room Rate**  **With Bedding** | Private en-suite room with access to a shared kitchen. Bedding and towels supplied. | £245.00pp | £294.00pp |
| **Group Option**  **Daily Rate**  **Without Bedding** | Book a whole flat which includes 6 x en-suite bedrooms plus a shared kitchen solely for your group.  *NB Minimum two-night stay.* | £165.00 per  flat per night | £198.00 per  flat per night |
| **Group Option**  **Daily Rate**  **With Bedding** | Book a whole flat which includes 6 x en-suite bedrooms plus a shared kitchen solely for your group. Bedding and towels supplied. *NB Minimum two-night stay.* | £225.00 per  flat per night | £270.00 per  flat per night |
| **Group Option**  **Weekly Rate**  **Without Bedding** | Book a whole flat which includes 6 x en-suite bedrooms plus a shared kitchen solely for your group for seven nights. | £1,050.00 per flat per week | £1,260.00 per flat per week |
| **Group Option**  **Weekly Rate**  **With Bedding** | Book a whole flat which includes 6 x en-suite bedrooms plus a shared kitchen solely for your group for seven nights. Bedding and towels supplied. | £1,365.00 per flat per week | £1,638.00 per flat per week |

**SCHEDULE 2 - FURNITURE INVENTORY**

* Bed (with appropriate bedding, mattress, pillows)
* Desk and chair
* Storage Space
* Wardrobe
* 1 towel per person
* All bedroom/bathroom flooring, tiling, paint work etc. as would be expected

**SCHEDULE 3 – DATA PROTECTION**

The following definitions shall apply in this Schedule in addition to the definitions set out in the main body of this Agreement.

**Agreed Purpose**: means the provision of accommodation, common room space and ancillary services by the University to the Guests and the Group Leaders and the management of any incidents, accidents or other matters related to the same.

**Data Breach**: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Shared Personal Data.

**Data Controller**: means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

**Data Processor**: means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of a Data Controller.

**Data Protection Legislation**: means the European Union Data Protection Directive 95/46/EC, any national law or regulations implementing that Directive, the General Data Protection Regulation EU 2016/679 ("GDPR") (when applicable) and any national laws or regulations constituting a replacement or successor regime to GDPR.

**Data Subject**: means an identified or identifiable natural person about whom Personal Data is processed; an identifiable natural person is one who can be identified, directly or indirectly, by reference to the Personal Data.

**Data Subjects' Rights**: the rights that Data Subjects have in relation to obtaining certain information about the Processing of their Personal Data and to exercise other rights under the Data Protection Legislation (including to request the rectification, erasure or blocking of their Personal Data).

**Joint Data Controllers**: two or more parties that jointly determine the purpose and means of the Processing of Personal Data.

**Personal Data**: means information relating to a Data Subject such as a name, an identification number, location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person, including opinions about a Data Subject (including Special Category Data).

**Processing, Processed and Process**: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Relevant Occurrence**: means any of the following:

1. any communication from the Information Commissioner's Office (ICO) relating to any Processing by the University or the Client of Shared Personal Data;
2. any complaint, enquiry or other communication from a Data Subject relating to the Shared Personal Data; and
3. any actual or suspected Data Breach concerning Shared Personal Data.

**Shared Personal Data**: means any Personal Data provided by any Party to another Party for the Agreed Purpose.

Special Category Data: means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; genetic or biometric data processed for the purpose of uniquely identifying a natural person; data concerning health or data concerning a natural person's sex life or sexual orientation; data concerning criminal offences.

* 1. **Application of the Schedule**
     1. This Schedule sets out the framework for the sharing of Personal Data between the Parties as Joint Data Controllers. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
  2. **Part A: Data Sharing**
     1. Data sharing is required to carry out the Agreed Purpose and to fulfil the objectives of this Agreement.
     2. The Parties acknowledge that they are Joint Data Controllers for the Agreed Purpose.
     3. Each Party shall only Process Shared Personal Data received from any other Party for the Agreed Purpose.
     4. Each Party shall ensure that it has a fair and lawful basis for Processing the Shared Personal Data.
     5. Each Party shall comply with all applicable requirements of the Data Protection Legislation with respect to its Processing of the Shared Personal Data.
     6. No Party shall disclose or transfer Shared Personal Data received from any other Party to a third party Data Controller or Data Processor located outside the European Economic Area without all the other Parties' prior written consent. If written consent is provided, the Party transferring the Shared Personal Data shall ensure that the transfer complies with Data Protection Legislation.
     7. Each Party shall, in respect of Personal Data which it collects from the Data Subject and provides to any other Party and before it provides that Personal Data, ensure that its privacy notices are provided to the Data Subjects and that those notices are clear and provide sufficient information for the Data Subjects to understand:
        1. the identity and contact details of the Party providing the privacy notice;
        2. what of their Personal Data will be shared with the other Party and the other Party's identity and contact details;
        3. that the Parties are Joint Data Controllers in relation to the Shared Personal Data;
        4. the purposes for which their Personal Data will be Processed and the legal basis for that Processing as set out in the Appendix to this Schedule;
        5. where the Processing of Shared Personal Data is based on legitimate interests, what those legitimate interests are;
        6. where applicable that the relevant Party intends that the Shared Personal Data will be transferred to a country outside the EEA or to an international organisation, the arrangements that are in place to protect the Shared Personal Data and how to obtain a copy of those arrangements;
        7. the period for which Shared Personal Data will be retained as set out in the Appendix to this Schedule;
        8. the existence of the Data Subjects' Rights and the mechanism by which they can exercise them;
        9. the right to withdraw consent to any processing purpose based on consent;
        10. the right to lodge a complaint with a supervisory authority;
        11. whether the provision of their Personal Data is a requirement necessary to enter into a contract, a statutory or contractual obligation and the possible consequences of failure to provide such data.
     8. Each Party shall comply with the retention periods for the Shared Personal Data as set out in the Appendix to this Schedule.
     9. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk (including inter alia as appropriate the pseudonymisation and encryption of Shared Personal Data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to Shared Personal Data in a timely manner in the event of a physical or technical incident; and a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing).
     10. Each Party shall take steps to ensure that any person acting under its authority and who has access to the Shared Personal Data does not Process them except for the Agreed Purpose, unless he or she is required to do so by applicable law.
     11. Each Party shall ensure that all its personnel who have access to and/or Process the Shared Personal Data are obliged to keep the Shared Personal Data confidential.
  3. **Part B: The Agent's and Hirer's Obligations**
     1. The Client shall notify the University within three clear calendar days if either of them are contacted by a Data Subject seeking to exercise one or more of the Data Subjects' Rights in respect of their information contained in the Shared Personal Data.
     2. The Client shall provide the University with full co-operation and assistance in relation to any request made by a Data Subject regarding the Data Subjects' Rights in respect of their information contained in the Shared Personal Data.
     3. The Client shall notify the University within three clear calendar days if a Data Subject raises any concern or complaint about how the Client or the University has handled their information contained in the Shared Personal Data. The Client shall provide full co-operation and assistance to the University in relation to any concern or complaint raised.
     4. If a Relevant Occurrence happens the Client shall notify the University within three clear calendar days and provide full co-operation in relation to any questions raised by the University about the Relevant Occurrence, save that if the Relevant Occurrence is any actual or suspected Data Breach concerning the Shared Personal Data then Client's obligation to notify shall be reduced to one calendar day.
  4. **Part C: Survival of Obligations**
     1. The provisions of this Schedule 3 shall survive the expiry or termination of the Agreement and shall continue for so long as any Party Processes Shared Personal Data.

**Appendix**

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| --- | --- | --- | --- | --- | --- |
|  | **Category of Data Subject** | **Type of Personal Data** | **Retention Period** | **Purpose of Processing** | **Legal basis for processing** |
| **1.** | Guests | Name | 1 year | To book the accommodation.  To make reasonable adjustments to accommodate the Guests.  To manage and administer the booking of the accommodation.  To comply with the requirements of the Immigration (Hotels Records) Order 1972 | The processing is necessary for the performance of the contract with the Guest under which the accommodation is to be provided to the Guest.  For any Special Category Data, the processing is on the basis of the explicit consent of the Data Subject. |
|  |  | Date of Birth |  |
|  |  | Address |  |
|  |  | Passport Number |  |
|  |  | Arrival and Departure Dates |  |
|  |  | Health information for making reasonable adjustments |  |
| **2.** | Group Leaders | Name Job Title Address  Telephone Number  Email Address | 1 year | To book the accommodation.  To manage and administer the booking of the accommodation. | The processing is necessary for the purposes of the legitimate interests of the University, the Agent and the Hirer and those interests are not overridden by the interests of the Data Subject. |
| **3.** | University staff | Name Job Title  Telephone Number  Email Address | As long as necessary to maintain the relationship | To facilitate the booking of the accommodation for Guests and Group Leaders.  To manage and administer the relationship between the University, the Agent and the Hirer. | The processing is necessary for the purposes of the legitimate interests of the University, the Agent and the Hirer and those interests are not  overridden by the interests of the Data Subject. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **4.** | Client Staff | Name Job Title  Telephone Number  Email Address | As long as necessary to maintain the relationship | To facilitate the booking of the accommodation for Guests and Group Leaders.  To manage and administer the relationship between the University, the Agent and the Hirer. | The processing is necessary for the purposes of the legitimate interests of the University, the Agent and the Hirer and those interests are not overridden by the interests of the Data Subject. |

THE REGULATIONS INCLUDING THE UNIVERSITY CODE OF CONDUCT

The requirement for good conduct and definitions of misconduct are set out in the University’s Student Code of Conduct (as defined below). The Code of Conduct shall apply to all Guests, where references in the Code of Conduct to “Student” shall be replaced with the term “Guest” for the purposes of complying with these terms and conditions.

Failure to comply with the Code of Conduct will be misconduct and deemed a breach of these terms and conditions. All instances of misconduct will be investigated in accordance with these terms and conditions and managed in accordance with Clause 17.4 of this Agreement.

The University’s Student Code of Conduct can be found at: https://registry.southwales.ac.uk/student-regulations/student-conduct/

**THIS AGREEMENT is entered into on the date of the Client’s booking and forms a contract incorporating these terms and conditions together with the booking details set out in a quote from the University. By accepting a quote for hire of accommodation issued by the University, either by written acceptance of the quote or by making payment of some or all of the booking fees, this is acceptance of the quote and these terms and conditions and the date of acceptance is deemed the date of the Client’s booking.**