

**The University of Northampton**  
**Student Benefits Package**  
**Terms and Conditions 2019 / 20**



**1.0 DEFINITION**

In these terms and conditions, the following words shall have the following meanings:

- 1.1 **Commencement Date:** the date you enrol on to the Course.
- 1.2 **Course:** any BA, BSc, LLB, BEng, HND, FdA, FdSc Course or BA/BSc incorporating the Foundation Study Framework offered by the University of Northampton with a £9,250 tuition fee (or £6,600 for the first year of study of a BA/BSc incorporating the Foundation Study Framework).
- Students transferring onto the second or third year of a degree or undertaking a top-up degree are excluded from this offer.
- 1.3 **Enrol/Enrolling:** The process where the University enrolls you/confirms your registration as a student onto your programme.
- 1.4 **Equipment:** The Equipment as set out in these terms and condition including:
- Substitutions
  - Replacements
  - Renewals
  - Related items (manuals, etc)
- 1.5 **Halls of Residence Rent Discount:** A fixed monetary discount on accommodation owned and managed by the University of Northampton.
- 1.6 **Credit Programme:** Programme annually agreed by the University and the University of Northampton Students' Union.
- 1.7 **Fees:** The Course fees University:
- 1.8 **The University of Northampton You/Your:** A student who is entering onto an eligible course as listed above.

**2.0 GENERAL**

- 2.1 This agreement sets out the terms and conditions under which the University shall give the You one (1) of the following:
- Equipment
  - Halls of Residence Rent Discount
  - On-campus Credit Programme
- 2.2 This agreement excludes any other terms that You seek to impose or incorporate, or which may be implied by trade, custom, practice or course of dealings.

- 2.3 For the avoidance of doubt, no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the University and no representation written or oral, correspondence or statement shall form part of this agreement.
- 2.4 You will choose one (1) of the following after selecting the University as Your CFIRM or UFIRM offer either via UCAS or directly to the University.
- Equipment
  - Halls of Residence Rent Discount
  - On-campus Credit Programme
- 2.5 You are unable to change your choice once it has been submitted to the University.
- 2.6 You must choose one (1) option via the online portal between 00.01 on the 01 July 2019 and 23.59 on the 30 November 2019. After this period You will be unable to access the online portal and forfeit the right to any of the choices.

### **3.0 EQUIPMENT**

- 3.1 If You choose the Equipment, in consideration of you paying the tuition fee or required fee deposit or having an approved Tuition Fee Loan from the SLC and Enrolling on to the Course the University shall give the Equipment to You for Your use for the purpose of Your academic studies. This is subject to the terms and conditions of this agreement.
- 3.2 The Equipment shall have the following specifications:
- A HP Laptop
  - Windows Defender
- 3.3 The Equipment is subject to availability. If the Equipment is not available an alternative of equal value will be sourced, alternatively You can change your choice to the Halls of Residence Discount or the On-campus Credit Programme.
- 3.4 The University reserves the right to amend the specification of the Equipment at any time.
- 3.5 The laptop will be handed over unopened as new, and will not have Office 365 installed. However, Office 365 is available for all UoN students to download and install themselves, not just those choosing this particular benefit.

### **4.0 HALLS OF RESIDENCE RENT DISCOUNT**

- 4.1 If You choose the Halls of Residence Discount, in consideration of You paying the Tuition Fee or required deposit or having an approved Tuition Fee Loan from the SLC and Enrolling on to the Course the University shall apply the Halls of Residence Discount to Your rent for the Spring and Summer terms of Your tenancy in Halls of Residence.

4.2 The discount applied to Your rent is as follows:

- Spring term: £250
- Summer term: £250
- Total Halls of Residence Discount: £500

4.3 The Halls of Residence Discount cannot be transferred to Halls of Residence not owned and managed by the University.

4.4 If you choose the accommodation discount of £500 to qualify you must be enrolled full time **and** living in the University owned accommodation on day one of term two (£250 discount) and day one of term three (£250 discount).

4.5 If for any reason you are no longer living in University owned accommodation on the above dates you will not be entitled to any alternative benefit choice.

## **5.0 ON-CAMPUS CREDIT PROGRAMME**

5.1 If You choose the On-campus Credit Programme, in consideration of You paying the Fees and Enrolling on to the Course, the University shall apply the On-campus Credit Programme to Your University account. To the value of £500, valid for three years.

5.2 The on-campus credit vouchers maybe redeemed in the following outlets:

Platform Night Club, Platform Café, McColls Retail, The Pit Stop (Engine Shed), Art Shop (Creative Hub), The Exchange, Ground Market, Waterside Bar and Restaurant, Sunley Hotel and UniExpress (East Halls, Park Campus).

5.3 Change will not be given in cash for items purchased less than the value of a £5 voucher or multiple £5 vouchers.

5.4 Vouchers cannot be used to purchase cigarettes or alcohol from any outlet or venue.

5.5 The University may make reasonable variations to the contents of the On-campus Credit Programme at any time upon reasonable notice to You.

5.6 All On-campus Credit in your account must be used by 23:59 on 31 July 2021. Credit remaining on Your account after this date will be lost.

5.7 Should You be excluded from Your study at the University or have Your Halls of Residence contract terminated, credit remaining on Your account after this date will be lost.

5.8 In selecting the On-Campus Credit option you agree to share your data with the University of Northampton Students' Union for the purposes of facilitating and managing your use of a credit scheme across its Northampton venues and the sending of any e-communications in relation to your access and use of the credit scheme. Your data will not be shared with any other third parties

## **6.0 COLLECTION**

- 6.1 If You choose Equipment, You may collect the Equipment at a time and place designated by the University after You pay the Fees and successfully complete Enrolment at the University.
- 6.2 If You choose Halls of Residence Rent Discount, this will be automatically applied to Your Halls of Residence rent in the Spring and Summer terms after You pay the Tuition Fees, successfully complete Enrolment at the University and ensure Your accommodation payments are up to date.
- 6.3 If You choose the On-campus Credit Programme, after You pay the Fees and successfully complete Enrolment at the University vouchers can be picked up from the Students' Union Reception in the Engine Shed.

## **7.0 TITLE, RISK, INSURANCE AND WITHDRAWALS**

- 7.1 If You choose Equipment, all title and risk in the Equipment shall pass to You upon collection.
- 7.2 The risk of the following pass to You on collection of the Equipment:
- Loss
  - Damage
  - Theft
  - Destruction
- 7.3 In the case of the above, no replacement will be provided. Insurance shall be your responsibility and at your own expense.
- 7.4 The Equipment has a 12-month warranty and You are responsible for dealing directly with the manufacturer of the Equipment who is the warrantor.
- 7.5 In the event that You withdraw from Your Course or are deemed withdrawn due to non-engagement before 01 December 2019, you shall either return the Equipment to the University IT Department or pay the University the cost of replacement Equipment.
- 7.6 If You choose Halls of Residence Discount, You must apply for a place in Halls of Residence as directed by the University.
- 7.7 Choosing the Halls of Residence Discount does not supersede the process or regulations detailed in the University's Halls of Residence Allocation Process nor the University's Halls of Residence Tenancy Agreement.
- 7.8 Choosing the Halls of Residence Discount does not guarantee You a bed space in University Halls of Residence. The University's Allocation Policy will apply to Your application.
- 7.9 You must be enrolled at the University on the date Your Halls of Residence Discount is applied.
- 7.10 If You choose the On-campus Credit Programme, You must be enrolled at the University on the date you wish to use a service, attend an event or use credit.

## **8.0 YOUR RESPONSIBILITIES**

8.1 If you choose Equipment, You shall for the period you are enrolled on your Course:

- Ensure that the Equipment is operated in a suitable manner and used only for the purposes for which it is designed, in accordance with any operating instructions provided by the University and the manufacturer;
- Comply with all safety and usage instructions provided by the Supplier;
- Ensure at Your own expense that the Equipment is kept in good repair (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and make good any damage to the Equipment for items not covered in the manufacturer's warranty;
- Make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it;
- Ensure that appropriate virus and malware checking is set up and kept up to date;
- Ensure the Equipment is used only in accordance with the University's IT policies and regulations and other applicable policies and regulations in force at that time;

8.2 If you choose Halls of Residence Discount, You shall for the period you are enrolled on your Course:

- Ensure that You adhere to all regulations detailed in the University's Terms and Conditions of Residency;
- Ensure that You adhere to the payment terms set out in University's Terms and Conditions of Residency;

8.3 If you choose On-campus Credit Programme, You shall for the period you are enrolled on your Course:

- Ensure that You make no attempt to transfer any element of the On-campus Credit Programme to another individual(s) under any circumstance.

## **9.0 INDEMNITY**

9.1 You acknowledge that the University shall not be responsible for any loss of or damage to the Equipment arising out of, or in connection with, any negligence, misuse, mishandling of the Equipment or otherwise caused by You, and You undertake to indemnify the University on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by You to comply with the terms of this agreement.

9.2 In the event of theft, loss or damage beyond repair You agree to make alternative arrangements at your own expense.

#### **10.0 EXCLUSION OF LIABILITY**

10.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the University to You in respect of any claim whatsoever or breach of this agreement, whether or not arising out of negligence, shall be limited to repair or replacement of the Equipment, reimbursing credit used as part of the on-Campus Credit Programme or applying an agreed discount to rent as part of the Halls of Residence Discount.

10.2 In no event shall the University be liable to You for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable, or the University had been made aware of the possibility of You incurring such a loss.

#### **11.0 ASSIGNMENT**

11.1 You shall not be entitled to assign Your rights or obligations or delegate Your duties under this agreement.

#### **12.0 SEVERABILITY**

12.1 If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the of the provisions herein shall continue in full force and effect as if this agreement has been agreed with the invalid illegal or unenforceable provision eliminated.

#### **13.0 WAIVER**

13.1 The failure by either party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

#### **14.0 ENTIRE AGREEMENT**

14.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

#### **15.0 NO THIRD PARTIES**

15.1 Nothing in this Agreement is intended to, nor shall it confer, any rights on a third party.

**16.0 GOVERNING LAW AND JURISDICTION**

16.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

**17.0 VARIATION**

17.1 The University may make reasonable variations to this agreement at any time upon notice to You.