

**TERMS AND CONDITIONS**  
**RELATING TO THE PROVISION OF ACCOMMODATION**  
**SHORT-TERM LETS**

A contract is formed at the point of payment, after which the following terms and conditions apply

Bookings for Cairncross House are located at Cairncross House, 20 Kelvinhaugh Place, Glasgow G3 8PR  
Tel: +44 (0) 141 221 9334.

Bookings for Kelvinhaugh Gate & Street are located at Kelvinhaugh Street, Glasgow G3 8PR Tel: +44  
(0) 141 221 9334.

Bookings for Wolfson Hall are located at Wolfson Hall, 2317 Maryhill Road, Glasgow G20 0TH  
Tel: +44 (0) 141 330 3773.

Bookings for Queen Margaret are located at Bellshaugh Court (off Bellshaugh Road), Glasgow G12 0PR  
Tel: +44 (0) 141 339 3273.

Bookings for Murano Street Student Village are located at 13 Caithness Street Glasgow G20 8SB Tel: +44  
(0) 141 895 3390.

Bookings for Student Apartments are located at 89 Gibson Street, Glasgow G12 8LD; 79 Great George  
Street, Glasgow, G12 8RR; 50 Hillhead Street, Glasgow, G12 8QB; 2-10 Southpark Terrace, Glasgow, G12  
8LG. Tel: +44 (0) 141 330 6182.

Bookings for Lister House are located at 22 Winton Drive, Glasgow G12 0QA and are managed by the  
Student Apartments team above at 89 Gibson Street, Glasgow G12 8LD Tel: +44 (0) 141 330 6182.

**Definitions** – these terms mean the following

<b>Accommodation</b>	the room(s) and residency (or residences) at any of the above noted University premises as specified in the Booking Confirmation
<b>Contract</b>	the contract between You and us for your Accommodation, consisting of the Booking Confirmation and these Terms and Conditions
<b>Deposit</b>	the amount to be paid to confirm your Accommodation as set out in the Contract
<b>Booking Confirmation</b>	the document to which these Terms and Conditions are attached
<b>First Date of Stay</b>	The arrival as specified in the Booking Confirmation
<b>Price</b>	the price payable for the Accommodation as calculated in accordance with these Terms and Conditions
<b>University</b>	means the University Court of the University of Glasgow, a registered Scottish Charity (Charity Number SC00440, Charity Name "University of Glasgow Court") in terms of Section 13(2) of the Charities and Trustee Investment (Scotland) Act 2005 and having their principal office at University Avenue, Glasgow, G12 8QQ.
<b>University Property</b>	all of the land, buildings and items that belong to the University, including the Accommodation
<b>You</b>	the person or persons to whom the Booking Confirmation is addressed (in the case of individuals such persons must be 18 or over to contract with us)

**FINAL PRICE & PAYMENT**

- Your Accommodation will be confirmed once You have paid the Price.** If You do not pay the Price at the time of booking, the University may terminate this Contract and cancel your Accommodation.
- How we calculate the Price.** We calculate the Price in the Contract using the prices set out on our website. However, the following additional costs incurred by the University will be payable by You upon demand: (a) any changes You make before the arrival date or (b) any increases we make to the prices set out on our website under clause 4.b below.

In relation to any changes You make before the arrival date under (a) above, the University shall use all reasonable endeavours to comply with such request provided that such request is made no later than

seven (7) days prior to the date for the provision of the Accommodation. All correspondence in relation to this contract shall be done by email at [shortstay@glasgow.ac.uk](mailto:shortstay@glasgow.ac.uk).

Any adverts shown of the accommodation are indicative of the type of accommodation and while the representations are made in good faith there may be variations in the size, colour scheme, furnishings and contents of the room offered.

3. **Who can stay.** You can only stay at the accommodation if you are 18 years old or over, unless by prior arrangement with the Accommodation Services team.
4. **Price increases due to inflation or VAT change.** We may increase the prices set out on our website and calculate the Price for the Accommodation using these increased prices in the following situations:
  - a. **VAT.** If the VAT rate changes before the arrival date, we will adjust the rate of VAT that You pay in respect of any outstanding payments if applicable.
  - b. **Inflation.** Where your Accommodation has been secured more than 12 months in advance, the University may increase the Price by up to 5% per annum to take into account the cost of any applicable inflation rates in accordance with the Retail Price Index (RPI).

For example, if your Accommodation is booked in June 2022 to take place in June 2025, we reserve the right to increase the price of it and any accommodation by up to a maximum of 5% depending on the RPI in June 2023 and then up to a further 5% on top of that revised amount in June 2024, again subject to the RPI.
5. **Consequences if You do not pay.** If You do not pay any amount due to us by the due date for payment, the following may happen:
  - a. **We may end the Contract** under clause 9.
  - b. **We may charge You interest at 4% a year above the base lending rate of HSBC at that time.** This interest shall accrue on a daily basis from the due date until the date You pay the overdue amount.
  - c. **Debt collection procedures or legal action may be pursued.** If we have not been paid in full within thirty (30) days of the due date, any unpaid debt will then be sent to the University's finance office for further pursuit. If payment is not made within the following thirty (30) days (that is sixty (60) days after the original due date) the debt may be passed to a third-party debt collecting agency and legal action may be commenced against You.

## YOUR RIGHTS TO END THE CONTRACT

6. **You can always end the Contract.** You may end the Contract at any time by letting us know. Please email your details and reasons for ending the Contract to [shortstay@glasgow.ac.uk](mailto:shortstay@glasgow.ac.uk) ensuring that 'Accommodation Cancellation' is in the subject field. As your contract is for a short-term stay in our accommodation, there is no cooling-off period. The contract is binding after you have made your booking and your payment. Your rights when You end the Contract depend on the circumstances:
  - a. **Something we have done or have told you we are going to do.** If You wish to end the Contract because of something we have done or have told you we are going to do, see clause 7 below.
  - b. **Change of heart.** If You have just changed your mind about the Accommodation, see clause 8.
7. **Ending the Contract because of something we have done or are going to do.** If You are ending the Contract for a reason set out at a., the Contract will end on the date that we receive notification from You that You wish the Contract to end. The reasons are:
  - a. You have a legal right to end the Contract because we have a breached an obligation under it and, if it is more than 30 days prior to the arrival date and the breach is capable of remedy, You have given us 30 days to remedy the breach and we have failed to do so. If there is less than 30 days until arrival and we cannot remedy the breach in time, You may end your Contract with us and receive a refund.
8. **Ending the Contract where we are not at fault and/or You have had a change of heart.** Even if we are not at fault, You can still end the Contract. If You want to end the Contract in these circumstances,

just let us know. The Contract will end on the day on which You contact us. As we will have incurred costs preparing for your stay, cancellation charges will be payable in accordance with clause 10.

## OUR RIGHTS TO END THE CONTRACT

### 9. We may end the Contract in the following circumstances:

- a. **If You breach the Contract.** We may end the Contract at any time by writing to You if:
  - i. You do not pay us an amount due by the relevant due date(s) and You still do not make payment within 5 days of us reminding you that payment is due; or
  - ii. You fail to comply with your obligations set out in the Contract.
- b. **Events outside our control.** Where we are delayed in or prevented from performing our obligations because of factors that could reasonably be considered to be outside of our control, You will be able to receive a full refund (with no penalty charges).

For example, this shall include extreme weather, a pandemic or epidemic, strikes by staff across the University sector, lock-outs, sit-ins or other protests, riots, sabotage, acts of war, destruction or damage of essential equipment by fire, explosion, flood or reduction or unavailability of power or other essential services (such as water).

## CHARGES PAYABLE IF YOU OR WE END THE CONTRACT

### 10. If You end the Contract because of a change of heart, or if we end the Contract because of your breach of Contract, we will refund you any amount already paid in accordance with the timescales below.

More than 14 days prior to the First Date of Stay: 100% of the Price  
Less than 14 days prior to the First Date of Stay: No refund

We will only make refunds to the card used to make the original payment or your nominated bank account if you paid by direct transfer. We will process refunds to your nominated account within 28 working days. For any international bank transfers there will be a £15.00 charge deducted from your refund value.

The room rate is payable even if you leave the room before the last date of your contract, because the room has been booked out to you for that period.

## CHANGES TO YOUR CONFIRMED ACCOMMODATION BOOKING

11. **Amendments.** Any amendment to confirmed bookings must be made to the University by contacting Accommodation Services at [shortstay@glasgow.ac.uk](mailto:shortstay@glasgow.ac.uk). If the changes result in any reduction in the total Price of the booking, any amount to be refunded will be subject to the charges detailed in clause 10. If the changes result in any increase in the price of the booking, the difference will have to be paid by credit/debit card in advance to secure the changes. No guarantee can be given that, once confirmed, a booking can be amended.

## LIABILITY

12. **Your liability to us.** You will be responsible to the University for all loss, damage or expenses incurred by the University in respect of your Accommodation, whether caused by You, any of your visitors. This includes all damage caused to University Property.
13. **Our liability to You is limited.** Nothing in our Contract excludes anything for which it would be illegal for us to exclude or limit our liability for (such as death or personal injury). However, we will not be liable for:
  - a. losses that were not foreseeable to either of us when the Contract was formed;
  - b. losses that happen as a side effect of the main loss or damage and that were not foreseeable by either of us;
  - c. losses that are not a foreseeable consequence of the breach;
  - d. business losses (such as loss of profits, business, revenue, goodwill or anticipated savings);
  - e. losses to non-consumers;
  - f. losses that were not caused by any breach on the part of the University;
  - g. any circumstances where there is no breach of a legal duty of care to You by us; and / or
  - h. any increase in loss or damage caused by your breach of any term of this Contract.

14. **Personal property and insurance.** Neither the University nor its servants, agents or sub-contractors will be responsible to You, or any visitor for any personal effects, valuables or other articles brought in to the Accommodation or on to the University Property.

Please ensure You insure your personal effects, valuables or other articles as the University cannot accept responsibility for any loss or damage to such property. You are asked to consider whether you should insure all equipment and/or any moveable property of value which is to be brought on to University Property on an "All Risks" basis for the full reinstatement value .

## DATA PROTECTION

15. **Our collection and use of your personal information.** We are committed to protecting the privacy and security of your personal information and will comply with all applicable requirements of relevant data protection legislation. We collect and process your personal information for the purposes of performing this Contract with You. Our Privacy Notice describes how we will collect, store, and use your personal information for the duration of this Contract and what will happen to it after the Contract ends.

Please read our Privacy Notice carefully. It can be found here:

<https://www.gla.ac.uk/myglasgow/accommodation/visitors/tourists/groups/privacynoticevacationgroupbookings/>

16. **Our disclosure of your data to third parties.** In order to deliver our service, we will need to disclose your personal information to certain third parties including our catering contractors and debt collection agency. The third parties with whom your personal information may be shared and the purposes for which it will be shared, are set out in our Privacy Notice.

## NEED ADDITIONAL ASSISTANCE?

17. **We are here to help any disabled individuals, including clients or visitors.** The University is committed to providing an accessible environment to any disabled person. This includes giving everyone the opportunity to disclose their support needs confidentially to Accommodation Services in advance of their stay so that we can make appropriate arrangements. The University has a duty to make reasonable adjustments in anticipation of such requests as a service provider. For the avoidance of doubt, You are responsible for complying with any obligations imposed on You by the Equality Act 2010 (including any amendments thereof).

## ACCOMMODATION

It is your duty to ensure that the Terms and Conditions in this section are complied with by You and any visitors.

18. **No additional guests.** In no circumstances shall guests additional to those set out in the Contract be entitled to stay in the room at any time.
19. **Room keys.** All keys for the room(s) are to be returned to the University by 10am on the date of departure. You are responsible for the return to the University of all keys for rooms used by You in the Accommodation and in the case of lost keys You are responsible for the cost of replacement. You may not make a copy of any keys.
20. **Departure time and arrival time.** You shall ensure that rooms are vacated by 10am on the date specified in the Booking Confirmation and that all rooms are left in a neat and tidy condition. The University shall use its reasonable endeavours to make the rooms available for occupation by You on the date of arrival from 2pm at the earliest. Upon check-out you must clear all your personal belongings and rubbish from the room.

### ***Health, Safety & Conduct***

21. **No smoking.** Smoking, including e-cigarettes, is NOT permitted in any University Accommodation. The You should not use candles, incense, oil burners or anything else which could be a fire hazard on University Property.
22. **E-Scooters/Lithium-ion Powered Mobility Devices.** Due to the potential for fire and for the protection of our staff and students the University prohibits the storage or charging of privately owned e-scooters, e-hoverboards e-skateboards, e-unicycles and similar Li-ion battery powered mobility micro-devices with attached batteries or the storage and charging of detached batteries for such devices within any University managed building and applies to all University of Glasgow-issued accommodation Contracts.

23. **Fire & evacuation.** The University's fire regulations and evacuation procedures must be read and complied with by all visitors. You shall ensure that such fire regulations and evacuation procedures are notified to all visitors.
24. **University staff instructions.** You and all visitors must comply with all reasonable instructions from University and/or residence staff.
25. **Prohibited Behaviour.** Any person found to be behaving in a disorderly, threatening, offensive, indecent or violent manner; damaging University Property; or using threatening, offensive or indecent language (whether expressed orally, in writing, or conveyed by electronic means) will be asked to vacate the Accommodation with immediate effect.
26. **Disturbances.** Neither You, nor your visitors, shall cause any disturbance, inconvenience or annoyance to the University, or to neighbouring residents, or to other persons in the University Property at any time during your stay. No music or other sound which may be audible from outside the University Property shall be permitted between the hours of 11pm and 8am.
27. **Animals.** No animals (except for guide dogs or assistance dogs as defined in the University's Assistance Dogs (and Other Animals) Policy [https://www.gla.ac.uk/myglasgow/accommodation/policiesandprocedures/#assistancedogs\(andotherranimals\),assistancedogs\(andotherranimals\)policy](https://www.gla.ac.uk/myglasgow/accommodation/policiesandprocedures/#assistancedogs(andotherranimals),assistancedogs(andotherranimals)policy)) are permitted in the Accommodation.
28. **Re-allocation.** It may be necessary for the University to re-allocate Clients from the University Accommodation originally notified to the Client at the time of Acceptance to suitable alternative accommodation. The University shall ensure any suitable alternative accommodation offered will meet the same standard as University accommodation. The University shall be entitled to make such changes and it shall not be deemed to be in breach of Contract in the event that it requires to do so.

#### ***Car Parking***

29. **Residences with associated parking facilities.** Limited car parking is available at no charge. Parking spaces are subject to availability and You must contact the residence staff to make arrangements.

#### **OTHER IMPORTANT TERMS**

30. **Standard of accommodation.** You accept that the Accommodation made available in accordance with the Contract is in all respects fit for the purpose for which it is designed. No warranty whatsoever is provided by the University that any Accommodation is authorised by statute for any specific purpose.
31. **Nobody else has any rights under this Contract.** This Contract is between You and us and does not provide any third party any benefit or any right to enforce any term of this Contract.
32. **We need to agree any changes to this Contract with You by email.** Our Contract with You cannot be varied unless agreed in writing by the University.
33. **Information on our website.** Information about our Accommodation is contained on our website. However, if there is any conflict or ambiguity between any information contained on our website and the information contained in the Contract, then the Contract will prevail.
34. **If a court finds part of the Contract illegal, the rest of it will continue in force.** Each of the clauses of the Contract operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
35. **Assignment or Subcontracting.** You shall not be entitled to assign the Contract or any benefit thereunder. The University shall be entitled to sub-contract the performance of any part of the Contract.
36. **Notices.** All notices to be sent to the University under this Contract shall be addressed to Accommodation Services using the contact details specified at clause 2.
37. **Jurisdiction.** These terms are governed by Scots law and subject to the exclusive jurisdiction of the Scottish courts.