

Pre-Paid Catered Halls Terms & Conditions **Academic Year 2021 – 2022**

These are the Terms upon which the University of Plymouth (the “University”, “We” or “Us”), shall provide the Pre-Paid Catered Halls Package (the “Package”) as described in this document for the pre-purchase of meals from the University’s dining facilities to you. By booking the Package as detailed below, you are deemed to have accepted these terms and conditions.

These Terms are supplemental to your existing terms and conditions with the University, including but not limited to your Student Contract, your Halls Licence Agreement and the University’s Student Handbook.

Eligibility

The Package is open to all registered full-time, student apprentices & postgraduate students of the University, subject to these terms and conditions for your personal use.

The Package is only available to students staying in University of Plymouth managed Halls of residence only. These are:

- Francis Drake
- Gilwell
- Mary Newman
- Pilgrim
- Radnor
- Robbins

Students must present their University of Plymouth student card at each meal. The catering staff will not serve you if you do not have your ID card. The Package is not transferable. Unused meals cannot be carried forward.

The catering team reserves the right to refuse service should you not present your card at meal times, or if you attempt to use another person’s card. If service is refused you will not be able to purchase the meal with your Package and will need to pay for the meal separately. Any meals untaken will not be refunded.

Students are responsible for ensuring they have a valid student card at all times. Details of obtaining a replacement card can be found at: <https://www.plymouth.ac.uk/about-us/university-structure/service-areas/estates-facilities/facilities/university-card>.

Package Entitlements

The Package entitles you to Breakfast and Dinner served Monday – Friday.

Meals are served at the following times:

- Breakfast (Monday to Friday) 07:30 – 09:00
- Dinner (Monday to Friday) 17:00 – 19:00

Breakfast is available in Drakes Café, RLB Terrace Café or JBB Café.

Dinner is available in Drakes Café only.

Breakfast will consist of:

- 5 item cooked breakfast or
- Breakfast bap or
- Continental (meats, cheese, fruit & yoghurt),
- All served with tea, coffee, water or fruit juice

Dinner will be 2 courses (main meal and dessert). There will be 2 options – a meat based meal or a vegetarian / vegan meal which will also be gluten free. Served with tea, coffee, water or fruit juice. One drink per meal will be included. Water will be refillable.

Alcohol, retail, branded bottled drinks and confectionery items cannot be taken as part of the Package. This list of exclusions is not exhaustive, and items may be added or removed from sale by the University. Bulk-buying of a single or similar items is not generally permitted and is at the sole discretion of University Staff.

The Package will commence from Monday 20th September 2021 for term time during the Academic Year. The dates of the Package will be:

Monday 20th September 2021 – Friday 17th December 2021

Tuesday 4th January 2022 – Friday 3rd June 2022

The Package is available Monday to Friday inclusive and will not be available during Christmas breaks or on Bank Holidays.

Meal allocations are fixed by times and to the venues outlined above. The University of Plymouth reserves the right to amend the meal times and catering outlets detailed due to emergencies and unforeseen matters beyond the University's reasonable control. If it is necessary to change any of the catering arrangements due to planned maintenance etc., we will provide at least 7 days' notice and you will be notified of the change by Email.

Price and Payment Arrangements

The Pre-Paid Catered Hall Package costs £1,575 per annum.

Payment must be made once accommodation is booked.

The full amount of £1,575.00 is payable when booking your accommodation and must be paid using the Estore link on the Accommodation pages of the University website.

Refunds

The Package is non-refundable. This includes refunds for any meals that are not taken.

The University shall have no obligation to give any discounts or refund of the pre-paid catered hall fee for any reason, including but not limited to if:

- (a) You do not take all or any of the meals provided whilst living in the Accommodation; or
- (b) The University has to provide alternatives to planned menus due to circumstances beyond its reasonable control (such as adverse weather conditions); or
- (c) The food offered is not to your personal preference.

Students with dietary requirements or allergies should make the catering team aware at the time of booking. Food is produced in an area where fish and nuts are used. The Student must contact the Catering Department to discuss any allergies and dietary requirements prior to booking to ensure the University is able to accommodate such requirements. A refund will not be available on the grounds of a dietary requirement or allergy where such contact was not made in advance of booking.

Should you require any reasonable adjustments to the Package, for religious or disability reasons for example, please contact catering@plymouth.ac.uk prior to booking the Package.

If you are absent from Halls, for a period of more than one month through attendance off site on a mandatory Programme placement, please contact catering@plymouth.ac.uk with evidence of your placement to consider whether any applicable pro rata reduction in the Package fees. Any such reduction will be in the sole discretion of the University.

Any additional requests for refunds will be considered by the University in its sole discretion and will require supporting evidence.

Misuse or Fraud

Any misuse of the Package, such as allowed another person to use your meal plan or breach of the terms and conditions, may result in your meal package being suspended or terminated by the University. In such circumstances you will not be entitled to a refund.

You may not transfer or let anyone else use your ID to receive meals.

The University reserves the right to request additional ID of the account holder when using the Package.

Any attempt to defraud the meal plan scheme may result in disciplinary action in accordance with the University's Code of Conduct and Disciplinary Policy.

Availability

Only 100 places for the academic year are available. Once 100 students have applied for the Package, no further Packages will be available. The availability and timing of food will be subject to demand during the specific hours.

General information

The University shall not be held responsible, or deemed to be in breach of service, by being unable to provide meal services due to or factors beyond the University's control. Under such circumstances lost meal values will not be refunded. The University undertakes to take all reasonable steps to provide the Package as described. It does not, however, guarantee the provision of these services. If industrial action, loss of utilities, extreme weather or other circumstances beyond the reasonable control of the University interfere with its ability to provide the services, the University will use all reasonable steps to minimise disruption.

The University will deal with all personal data provided by you under this meal plan scheme in accordance with the applicable legislation such as the Data Protection Act 2018. Any personal data captured, used and processed via the package will be processed fairly and in accordance with the University's Data Protection Policy. The University will use the personal information you provide to us: to provide the services to you, to process your payments, and to keep a track of your transaction

history in order to administer and manage the Package. If you have any questions about how we process your personal information, please contact us at the Data Protection Officer at dpo@plymouth.ac.uk.

Any complaint or concerns by you in relation to the meal plan scheme must be made in accordance with the University's complaints process.

Any changes to the Package, emergency changes or changes to these terms and conditions will be notified to your University email address only.

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the Package from the date they are emailed to applicable students and published on the University's website.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

These Terms shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.