

## **Aspen Student Life Terms and Conditions**

Version [2.6] May 2020

### **1. Booking a Room**

The lease agreement is a legally binding document, and tenants and Guarantors (if applicable, see **3. Guarantor Service** for further information on requirements) should read this document carefully before agreeing to the terms of the agreement.

Our tenancy platform is via TenancySign powered by StuRents. Aspen Student Life will create an account for you on TenancySign. By sending us your booking, or booking via our website, you confirm agreement with TenancySign's [website terms, privacy policy and acceptable use policy](#).

#### **1.1 Booking Options**

There are three options for booking accommodation with Aspen Student Life:

##### **1.1.1 Web Direct**

To make a booking online, you will need to select the property and room type you wish to book and follow the on-screen instructions to complete your booking. You will be completing an electronic lease agreement, and during this process you will need to supply all relevant documentation. Your window of time when booking online will be limited to four (4) hours from the start of the booking process to complete the lease agreement; this applies to you and your Guarantor (if applicable). If you do not complete the lease agreement in this time, it will be deleted and you will need to restart the booking process.

##### **1.1.2 Via Accommodation Team**

To make a booking, you are required to select your room type via our accommodation page. Once we have received your enquiry, you will be invited to complete an electronic lease agreement, which will be issued to the email address you have provided. You will be required to provide all the relevant information requested during your online tenancy application. You will have up to 7 calendar days, or 2 calendar days during peak times, to complete your lease agreement (the expiry date will be shown on your application). If you or your Guarantor (if applicable) have not signed and provided the requested documents, your lease agreement will be cancelled.

##### **1.1.3 Third Party Agent**

To make a booking via a third-party agent, you will need to follow their booking process. When the third-party agent has processed your booking, you and your Guarantor (if applicable) will be required to complete an lease agreement, which will be issued to the email address provided during the agent booking process. You will be required to provide all the relevant information requested during your online tenancy application. You will have up to 7 calendar days to complete your lease agreement (the expiry date will be shown on your application). If you or your Guarantor (if applicable) have not signed and provided the requested documents, your lease agreement may be cancelled.

*Please note that third party agents may require you to pay booking/application fees direct to them, as well as subscribe to their own terms and conditions and Aspen Student Life shall have no liability for refunds of application fees paid to third party agents. Check with the agent you are booking with for this information. Aspen Student Life shall have no liability for the conduct of any of the third-party agents you have chosen to book through.*

## **1.2 Acceptable documents during Tenancy Application:**

Tenant

- Identification: passport, driving licence or photographic national identity card
- Student status: valid student identity card or offer/acceptance letter from university/college

Guarantor

- Identification: passport, driving licence or photographic national identity card
- Proof of income: pay slip or bank statement (showing incoming salary)
- Proof of address: mortgage statement or utility bill

All acceptable documents must be in English. Aspen Student Life reserves the right to reject any documentation that is not in English, or that is unclear.

Aspen Student Life will review your signed lease agreement and email you a countersigned lease agreement confirming your booking. A member of the accommodation team will contact you if we are unable to countersign the lease agreement, and they will inform you of the reason(s) why.

## **1.3 Booking Fee**

To confirm your booking with Aspen Student Life, you will be asked to agree to an lease agreement provided by “StuRents” and you will pay; €250.00, €50 of which is a non-refundable administration fee. On the commencement of your lease agreement and receipt of cleared funds for your first rent instalment, your booking fee of €200.00 converts to a refundable deposit. Your deposit will be refunded to you at the end of your lease agreement if there are no outstanding arrears and no damage to your room and/or communal areas.

*Our payment system charges a flat payment processing fee of €1.50 to all tenants when the tenant pays booking fees, deposits or non-automated rent instalments via our online portal provider (StuRents) . For payments where the Payment Service Provider is outside of the EEA our online portal provider (StuRents) will continue to charge a card fee (up to 2%) on top of the €1.50 payment processing fee.*

*Please note that for the Guarantor signature, a non-refundable €1.00 fee is taken to verify the signatory as the payee.*

Signing a lease agreement and making a payment of the booking fee ensures your selected room type is held for you. Once your tenancy is signed by all parties – Tenant, Guarantor (if applicable) and Aspen Student Life – your booking will be confirmed.

Once Aspen Student Life has signed your lease agreement, you will be sent a rent payment schedule and instructions on making your rental payment(s); see “Payment Methods”. You will not be able to move into the property if you do not pay the rent specified on your rent payment schedule.

## 2. Payment Methods

You have two payment options:

1. Pay in full
2. Instalments

**Direct Debit** We request you set up a Direct Debit from a Irish bank account. A Direct Debit mandate will be sent with your lease agreement and rent payment schedule. There is no charge for this service.

**Credit or Debit Card** Our payment system charges a flat payment processing fee of €1.50 to all tenants when the tenant pays booking fees, deposits or non-automated rent instalments via our online portal provider (StuRents) . For payments where the Payment Service Provider is outside of the EEA our online portal provider (StuRents) will continue to charge a card fee (up to 2%) on top of the €1.50 payment processing fee.

Aspen Student Life does not accept cash payments or cheques. Credit/debit card payments cannot be taken over the phone, or at the accommodation reception.

It is the tenant's responsibility to ensure funds are available to cover rental amount(s) in line with published payment terms (see 2.1 Instalment Schedules); we strongly recommend that you apply for Student Finance well in advance if you are relying on this to cover rental amount(s). Non-payment will be treated in line with the Aspen Student Life debt collection procedure (details of which are available on request).

### 2.1 Instalment Schedules

#### Payment in Full

This will be taken in August, or if booked in or after August, prior to the lease agreement start date.

#### Payment in Instalments (requires a Guarantor)

##### **4 Instalment Option:**

August:	10% of total rent (or before lease agreement start date)
September:	34% of total rent
January:	34% of total rent
April:	22% of total rent

#### **Payment in Advance of Check In**

Best suited for international students. "No Monthly Guarantor" instalment plan requires 30% of rent prior to arrival, then seven equal monthly Payments until March. This option does not require a Guarantor.

The payment dates outlined in your contract are fixed and cannot be changed, so please ensure you will have the necessary funds in your account on the date rent is due for payment.

If you fail to make your first instalment/full payment on time, Aspen Student Life reserves the right to cancel your booking 14 calendar days after the date on which the payment was due. Your booking fee and deposit will be forfeited.

### **3. Guarantor Service**

If you wish to secure your accommodation with us and you are planning to pay your rent in instalments, we ask that you provide a qualified Irish Guarantor. A Guarantor is a responsible person who agrees to pay any outstanding rent and associated rent recovery costs for the tenant for whom they are acting as Guarantor, should the tenant fail to keep up with the rent payments for the accommodation. The agreement is a legally binding document and should not be signed lightly.

Providing a Guarantor is common practice and provides Aspen Student Life with the security and knowledge that the rent will be paid in full.

Aspen Student Life will carry out all necessary credit checks as prescribed by law and will reserve the right to reject nominated Guarantor applications if the requested information is not provided and the nominated Guarantor does not meet the minimum requirements. The minimum requirements for a Guarantor are:

Irish resident for a minimum period of 3 years with permanent address in Ireland.  
In full-time employment (earning a minimum of thirty [30] times the tenant's monthly rent)  
"Housing Hand" can act as your guarantor if you do not have a qualified Guarantor. The Housing Hand guarantor service can be selected during your tenancy application. For more information on Housing Hand, please visit [www.housinghand.co.uk](http://www.housinghand.co.uk).

### **4. Cancellation Policy**

#### **4.1 Cancellation cooling off period(s)**

If you choose to cancel your booking with Aspen Student Life, you will have 5 calendar days after signing your lease agreement to do so.

If you made your booking fewer than 5 calendar days before your lease agreement start date, you may cancel your booking until the earlier of (a) 5 calendar days after signing your lease agreement, or (b) the date you actually check in.

You may request to cancel your booking by sending an email to [bookwithme@aspensstudentlife.com](mailto:bookwithme@aspensstudentlife.com). Aspen Student Life will refund your deposit (less a €50.00 administration fee) within 14 calendar days of accepting your cancellation. International bank transfers can take longer to process funds and incur a transfer fee.

#### **4.2 Cancellations after the cooling off period(s)**

You will not be able to cancel your booking after your cooling off period has ended. You and your Guarantor (if applicable) will be required to meet the obligations set out within your lease agreement.

#### **4.3 Cancellations after you have moved into the accommodation**

- We hope you speak to our local property manager if you are thinking about leaving your accommodation. If you do decide to leave your accommodation during your contracted term, the landlord may agree to release you from your contract, providing the conditions set out below are met:

- You provide sufficient evidence to support your cancellation request
- You find a suitable replacement (who must be enrolled as a full-time student at a local university or college) to take a new tenancy agreement for your room for the remaining period of your contract.
- The incoming tenant must enter into an lease agreement with Aspen Student Life, providing the relevant requested documents, and where relevant also providing a suitable Guarantor.
- Refunds due will not be processed until the incoming tenant taking over the contract has signed the lease agreement, paid and moved into the accommodation.

If you fail to find someone to take over your tenancy, you and your guarantor (if applicable) will be responsible for paying the full rent until the end of your contracted time at the accommodation. You will also remain liable for the rent payment until the new tenant's lease agreement start.

#### **4.4 Cancellations by Aspen Student Life or the Landlord**

Our terms and conditions require you to sign your lease agreement within the period specified on your electronic lease agreement. If you and your Guarantor (if applicable) fail to sign your lease agreement within this timescale, your lease agreement will be automatically cancelled.

Aspen Student Life retains its right to cancel your lease agreement and retain your deposit should you fail to provide a suitable guarantor for your tenancy on more than 2 occasions. If for any reason Aspen Student Life is not able to offer you accommodation once your lease agreement is fully signed, we will contact you as soon as possible detailing the reasons why, or offering an alternative solution. If we cannot offer a suitable alternative, we will refund all monies paid to Aspen Student Life. Should you decline the alternative accommodation, you can find a suitable replacement tenant to take over your tenancy and you and your Guarantor (if applicable) will remain liable for the rent payment until such time.

#### **4.5 “No Place, No Stay, No Stress” – Flexible Cancellation**

This offer is applicable to full time student booking for the academic term from September. If you are a prospective full-time student, and your offer of a place at your preferred university/higher education institution is withdrawn or your visa application is not accepted, you may be eligible to receive a refund of your deposit minus a €20 fee.

If you have been accepted into a College or University outside of North Dublin/ Dublin City Centre, you will be eligible for a refund. e.g. UCD/ IADT. If your college is within The North Dublin/ Dublin City Centre radius, e.g. DCU/ TU Dublin/ Trinity College etc you will not be eligible for a refund as we have direct Public Bus Links and Bicycle Facilities to get you to your College/University hassle free. To cancel under “No Place, No Stay”, you must supply either (a) a copy of a written rejection letter from your chosen university/college; or (b) a copy of the acceptance letter from a new university/college (c) copy of written rejection letter from your visa application. This must be received by Aspen (bookwithmwe@aspenstudentlife.com) within 5 calendar days of the date on which you have requested a cancellation. On receipt of the required documentation, provided it is satisfactory, the agreement will be cancelled with a refund of your deposit, minus a €20 fee.

#### **Delayed University Start? Stay Your Way!... flexible arrival date**

This offer is applicable to full time student booking for the academic term from September.

If you are a prospective full-time student, and your offer of a place at your preferred university/college is delayed or moved to online lectures due to the COVID-19 pandemic during semester 1, you may be eligible to change the start date of your accommodation.

Students at Universities who have either delayed the start date of their courses or delivering off campus (online) teaching in semester 1, can apply to delay their accommodation start date by up to 60 days. During the agreed delayed period you will not be obligated to pay any accommodation fees.

To delay your start day under “Delayed University Start? Stay Your Way!”, you must supply (a) a copy of a written letter from your chosen university/college stipulating you course start date is delayed or reduced to off campus learning. This must be received by Aspen (bookwithmwe@aspensudentlife.com) within 5 calendar days of the date on which you have requested to defer your start date or by 1 July 2020, whichever is earliest. On receipt of the required documentation, provided it is satisfactory, your tenancy start date and rental obligations will be delay by up to 60 days.

Checking into your accommodation within the agreed delayed start date will void the “Delayed University Start? Stay Your Way!” policy. Accommodation fees will be charged from for the day of check in.

#### **4.6 Room Moves**

We do not offer room moves once you have checked in. Nevertheless, in very limited circumstances and depending on availability, we may allow a room move. If you wish to change rooms, please contact the on-property team to discuss your requirements. If you are upgrading to a higher standard of room, you will have to agree to any uplift in rent. There is a €50 administration fee for changing rooms.

#### **5 General Terms**

This website is owned by Aspen Student Life which is the trading name of Valeo USL Limited, a company registered in England and Wales, with company no: 10947713, whose registered address is 71-75 Shelton Street, London, WC2H 9JQ. Our operations office is located at the following address: 28 Bolton Street London W1J 8BP

5.1 Please read these terms carefully before you start using our website, as these will apply to the use of the website.

5.2 Except where expressly indicated, nothing on this website constitutes an offer to enter into legal relations, including but not limited to contractual obligations and warranties.

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## **5. Legal Disclaimer**

By using this website, you confirm that you accept these terms and that you agree to comply with them. If you don't agree with them, you must not use our website.

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6.6 All images and floor plans are indicative, and actual rooms, unless specified, may vary in layout.

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## **Equality and Diversity Policy**

### **1. Our Commitment**

Aspen Student Life is committed to creating an inclusive environment that values diversity, fairness and mutual respect in its employment practices and activities. We appreciate the differences and similarities between people and strive to meet their individual needs in a variety of ways. Our goals are to:

- recruit people from backgrounds representative of our local communities and our students (referred to below as guests), and provide equal opportunities in employment;
- welcome guests from all backgrounds and cultures and make them feel supported and included by the community in which they live and study;
- provide fair access and treatment to suppliers and partners delivering our services and products; and
- support and develop our relationships with diverse local organisations. Aspen Student Life actively opposes and is fully committed to the elimination of unlawful and unfair discrimination in its employment and business practices. All employees are responsible for the promotion and advancement of this policy. Behaviour, actions or words that transgress this policy will not be tolerated and will be dealt with in accordance with Aspen Student Life's disciplinary policy. These commitments are underpinned by Aspen Student Life's core values and strategic goals and are embedded into every aspect of its business.

This policy is not contractual.

### **2. Policy Aims**

This policy is intended to assist Aspen Student Life put in into practice the commitments outlined above and to ensure that employees do not commit unlawful acts of discrimination.

### **3. Scope**

This policy applies to all employees, contractors, consultants, casual workers and agency staff. It also applies to all processes relating to employment and training and to any dealings with our guests, clients, suppliers and business partners. All employees are required to become familiar with and observe the spirit and letter of this policy together with Aspen Student Life's Equal Opportunities and Dignity at Work Policy.

### **4. The law**

Aspen Student Life will comply with the law and will not discriminate because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (which includes colour, nationality and ethnic or national origins), religion or belief, sex or sexual orientation ("Protected Characteristics") It will not discriminate because of any other irrelevant factor and will build a culture that values meritocracy, openness, fairness and transparency.



## 5. Definitions

**Direct discrimination** occurs when a person treats another less favourably than they treat or would treat others because of a protected characteristic.

**Less favourable treatment** occurs if you put someone at a clear disadvantage compared with others; for example, being deprived of a choice or excluded from an opportunity.

**Associative discrimination** occurs where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (subject to some exceptions).

**Perceptive discrimination** is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

**Indirect discrimination** occurs when a provision, criterion or practice is applied universally, but its effect disadvantages people who share a protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination).

**Harassment** is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity which are covered by direct discrimination provisions in the Equality Act 2010) that has the purpose or effect of violating a person's dignity; or is reasonably considered by that person to create an intimidating, hostile, degrading, humiliating or offensive environment.

**Victimisation** occurs where someone is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he/she is suspected of doing so.

**Failure to make reasonable adjustments** is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that disability and no reasonable adjustments were made to enable the disabled person to overcome the disadvantage.

## 6. Promoting equal opportunities and diversity

Aspen Student Life will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training and development, pay and benefits, discipline and selection for redundancy. Aspen Student Life will not discriminate unlawfully against guests using or seeking to use the services provided by Aspen Student Life. Aspen Student Life will make decisions relating to guests, clients, suppliers and business partners based on business related criteria only and any irrelevant information will not form part of the process.

## 7. Promoting an inclusive guest environment

Aspen Student Life will make every effort to meet the needs of its guests regardless of their backgrounds and will foster good relations with them and between them.

## 8. What we will do to achieve this

- Make equality and diversity the responsibility of everyone working for and partnering Aspen Student Life.
- Set equality and diversity objectives that have the support of the board.
- Develop an inclusive culture with effective communication and codes of behaviour.

- Work towards the elimination of unlawful discrimination, harassment, and victimization based on a protected characteristic, whether actual, perceptive, or associative.
- Ensure our values, policies and day to day activities are consistent with this policy. Make our buildings and services accessible to all guests.
- Make it clear that everyone has a personal responsibility to identify and challenge unacceptable behaviour at work and report any form of discrimination, bullying, unfair treatment or harassment.
- Continue to enforce procedures that deal with all forms of discrimination, harassment, bullying and intimidating behaviour.
- Integrate equality and diversity into training and development programmes and incorporate behavioural competencies into assessment and selection processes.
- Establish education programmes for all staff (including programmes that move from awareness to behavioural change).
- Provide additional training for line management to help them comply with this policy and deal effectively with complaints of bullying and harassment.
- Establish effective links with appropriate local community groups for the benefit of our guests.
- Build professional relationships with educational establishments and other organisations to develop a positive external image and to position Aspen Student Life as the partner of choice.
- Regularly audit, review and evaluate progress and address any shortcomings.

## 9. Complaints Procedure

At Aspen Student Life, we aim to give you the best possible experience during your time with us, but we do realise we do not always get it right.

### How to Make a Complaint?

Stage 1: Complaints can be dealt with by your local Accommodation Manager. Please raise your concerns with your Accommodation Manager, who will do their best to resolve it for you on the spot. We strongly recommend you speak to your Accommodation Manager in person or over the phone as soon as something does come up.

Stage 2: If you feel your complaint has not been dealt with adequately at your accommodation or in a timely fashion then you can escalate your complaint to a senior member of the Aspen Student Life team. To do this, ask your accommodation manager for the contact details of a senior member of the team or email [bookwithme@aspensudentlife.com](mailto:bookwithme@aspensudentlife.com) and include:

- The Accommodation you are staying at;
- Your Name;
- Your Room Number;
- The Accommodation Manager you have spoken to;
- A detailed description of your complaint;
- Why you feel your complaint has not been treated fairly;

Once a senior member of the Aspen Student Life team receives your written complaint, you should expect an acknowledgment within 48 hours (excluding weekends) and a full written response within 5 working days.

Please follow the above procedure to ensure complaints are addressed quickly and accurately.

## **10. Data protection**

Aspen Student Life processes personal data collected in connection with this policy in accordance with its Data Protection Policy. Information about how data is used and the basis for processing the data is provided in the Aspen Student Life's Team Member and Job Applicant Privacy Notices.

## **11. Review**

Aspen Student Life reserves the right to amend this policy at its discretion.

## **12. Student Generator/Friend Referral**

T&C's apply –

- Student being referred will need to satisfy all T&C's as outlined in our booking process
- Student being referred must have a completed license agreement
- Student being referred must pay their deposit, rent and check-in to the residence before any payments are made to the student who referred the booking
- Student being referred will not be eligible for any payments until they have paid their deposit, rent and checked-into the residence

Subject to availability at time of booking. Cannot be used in conjunction with any other offer. Valeo USL Ltd reserves the right to withdraw or extend the promotion at any time.