

## Agreed Terms

These are the Terms upon which we, Lancaster University, Lancaster, LA1 4YW ("we" or "us"), shall provide the Catered Purse to you to enable you to pre-purchase meals in our restaurants as the catering element of the Catered Accommodation option.

1. Basis of Sale
  - a) These Terms (and any documents or other source of information referred to in these Terms) and your Order are considered by us to set out the whole agreement between you and us for the provision of the Hospitality Services.
  - b) The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.
  - c) These Terms shall become binding on you and us when we issue you with a catered purse on your Lancaster Card.
  - d) Subject to clause 1.e, if you cancel your Catered package, your liability to us shall be limited to payment to us of all costs we reasonably incur in cancelling your package, except that where the amendment or cancellation results from our failure to comply with these Terms you shall have no liability to us for it.
  - e) We may, in our absolute discretion, provide a refund of the unexpired credit on the Catered package in the event that you cancel it due to factors which are, without prejudice to the generality of our discretion, beyond your control or are "life changing" in nature. Otherwise, you will be liable for any balance due for the remainder of the year if you cancel. Subject to a £25 administration fee.
  - f) We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
2. Using the Catered Package
  - a) Your Catered Package entitles you to one breakfast per day and one evening meal per day during the academic term and Fresher's Week (each one being a "Meal Credit").
  - b) The Meal Credits shall be cleared upon each usage of the card or, in default thereof, on a daily basis. For the avoidance of doubt, Meal Credits are non-transferable and cannot be carried over to the next day in the event that you miss a meal.
  - c) You may use your Catered Purse on your Lancaster Card to obtain Catering Services for breakfast and for dinner. From time to time, Catering Services may be provided at additional times, at our discretion. Please see our website for service times.
  - d) We reserve the right to vary the times when the Catering Services will be provided and any revised or varied times will be advertised.
  - e) Catering Services are provided for 31 weeks of the year during the academic terms and during Fresher's Week.
  - f) Cartmel and Lonsdale College students use Barker House Farm, Whilst Bowland and County Students Use Marketplace
3. Price and Payment
  - a) The price of the Dining element will be as set out in the Lancaster Catering and College and Residences web pages. Prices are liable to change at any time, but price changes will not affect Orders once they have been made.
  - b) Payment for the Catered package are to be made in accordance with your accommodation contract and payment plan and should be made through the Residence's web portal.

- c) Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend your Catered Package.
4. Limitation of Liability
- a) Neither of us shall be responsible for losses that result from our failure to comply with these Terms, however, this clause shall not prevent claims for foreseeable loss of, or damage to, your physical property.
5. General
- a) If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
  - b) No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
  - c) 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.
  - d) These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.