

Pre-Paid Catering Package Terms & Conditions
Academic Year 2024-2025

These are the terms and conditions (the Terms) upon which the University of Plymouth (the “University”, “We” or “Us”), agrees to provide the Pre-Paid Catering Package (the “Package”) to University students (the “Student”, “You”, “Your”) living in self-catering and private sector accommodation as described in this document for the pre-purchase of meals from the University’s dining facilities. By booking the Package as detailed below, You are deemed to have accepted these Terms.

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

Eligibility

Purchase of the Package is open/available to all registered Students, student apprentices & postgraduate Students of the University, subject to these Terms, however the University reserves the right, at any time, to refuse to offer the Package to any individual at its absolute discretion.

To ensure their eligibility, Students attending for each meal under the Package will be required, on request, to present their University of Plymouth student card (ID card) at each meal. The catering staff will be unable to serve You if you do not have your ID card.

The catering staff reserve the right to refuse service under the Package should You not present your ID card when requested, or, if you attempt to use another person’s card. The University reserves the right for catering staff to request additional ID/identification from Student’s when using the Package. If service is refused, You will be unable to purchase a meal using Your Package and You will need to pay for the meal separately. Any missed meals will not be refunded, and the value of the missed meals cannot be refunded or carried forward. The Package is not transferable.

In order to ensure you are able to access Your Package at all times, You are responsible for ensuring that you have a valid ID card with You when requesting meals under the Package. 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 – 11:00
- Dinner (Monday to Friday) 16:30 – 18:30

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

Dinner is available in Drakes Café only.

Breakfast will consist of:

- Up to a 5-item coked breakfast OR
- Breakfast bap/wrap OR
- Cold breakfast (cereal, fruit, pastries, and yoghurt)

- All served with tea, coffee, water, or fruit juice

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

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

The Package will commence from Monday 16th September 2024 during term time for the University academic year (35 weeks). The dates of the Package will be:

Monday 16th September 2024 – Friday 13th December 2024

Thursday 2nd January 2025 – Friday 30th May 2025

The Package will not be available during University Christmas breaks or Bank Holidays.

Meal servings are at fixed times and limited to the venues outlined above. The University reserves the right to amend the mealtimes and catering venues detailed due to any emergencies and/or unforeseen matters beyond the University's reasonable control. If it is necessary to change any of the catering arrangements under the Package due to planned maintenance etc. the University will provide at least 7 days' notice of the change by Email.

Price and Payment Arrangements

From September 2024 the Pre-paid Catering Package will cost £1,750 per University academic year.

The full amount of £1,750 must be paid using the Estore link on the Pre-Paid Catered Halls pages of the University website, at which time We also ask Students to list any dietary requirements or known allergies. Individual students may be contacted for further details of their specific dietary requirements if considered necessary by the Catering Department.

Refunds

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

The University shall have no obligation to give any discounts or any refund of the Package fee for any reason, including but not limited to circumstances where:

- (a) You do not take all or any of the meals provided under the Package; or
- (b) The University has to provide alternatives to planned menus due to circumstances beyond its reasonable control (such as, for example, adverse weather conditions); or
- (c) The food offered is not to Your personal preference.

Students with special dietary requirements or allergies should make the University catering staff aware at the time of booking the Package. The Student must contact the Catering Department to discuss any allergies and dietary requirements to ensure the University is able to accommodate any specific dietary requirements as a refund will not be available on the grounds of a dietary requirements or allergy where the Catering Department was not made aware of such requirements in advance of booking the Package. You are asked to note that food for the Package is produced in an area where fish and nuts are used.

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

If you are absent from the University campus for a period of more than one month through attendance off site on a mandatory University 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 at the sole discretion of the University.

Any additional requests for refund will be considered by the University on an individual basis at its sole discretion and will require You to provide supporting evidence.

Misuse or Fraud

You may not transfer or let anyone else use your ID card in order to access/use the Package to receive meals.

Any misuse of the Package, such as allowing another person to use the Package or any other breach of these Terms, may result Your Package being suspended or terminated by the University. In such circumstances You will not be entitled to a refund.

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

Availability

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

General Information

The University shall not be held responsible or deemed to be in breach of its obligations under these Terms by being unable to provide the Package due to factors beyond the University's control. Under such circumstances, missed 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 the services if this is not possible due to, but not limited to; industrial action, loss or utilities, extreme weather, or other circumstances beyond the reasonable control of the University and which interfere with its ability to provide the Package. In those circumstances the University will use all reasonable steps to manage any disruption.

The University will deal with all, and any personal data provided by You under the Package scheme in accordance with all applicable legislation, including the Data Protection Act 2018 as amended from time to time. 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 services to You, to process your payments, and to keep 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 the Data Protection Officer at dpo@plymouth.ac.uk.

Any complaint or concerns by You in relation to the Package must be made in accordance with the University's complaints process.

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

We may revise these Terms from time to time. Any such revised Terms will apply to the Package from the date they are Emailed to You and published on the University's website.

These Terms are between You and Us and are not intended to benefit any other person or Third Party in anyway and no such person or party shall be entitled to enforce any of the Terms under the Contracts (Rights of Third Parties) Act 1999.

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