

Liverpool Hope University - Flexible Dining Plans

TERMS AND CONDITIONS

These are the conditions upon which Liverpool Hope University (the "University", "We" or "Us"), shall provide the Flexible Dining Plan as described in this document for the pre- purchase of food, drinks and groceries from the University's dining facilities. By booking the Flexible Dining Plan as detailed below, you are deemed to have accepted these terms and conditions.

These terms and conditions are supplemental to your existing terms and conditions with the University that relate to your studies.

1. Eligibility

- a. The Flexible Dining Plan is open to all registered undergraduate and postgraduate students of the University, subject to these terms and conditions.
- b. Flexible dining plan cards will be ready for collection along with your accommodation keys during arrival day at the University
- c. Students will be required to present their University Flexible Dining Plan card at each till. The catering staff will not serve you if you do not have your Flexible Dining Plan card. The Flexible Dining Plan is not transferable. The catering team reserves the right to refuse service should you not present your card, 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 Flexible Dining Plan card and will need to pay for the meal separately. Any food, drink and groceries purchased without using your Flexible Dining Plan card cannot be retrospectively charged to your card.

2. Flexible Dining Plan Availability

The Flexible Dining Plans are available for 40 weeks of your accommodation contract, and is available to spend Monday – Friday during term time weeks. It cannot be used when the University is closed due to bank holidays or other closure days.

- Flexible Dining Plan in operation: Saturday 12th September – Friday 18th December 2026
- Flexible Dining Plan in operation: Monday 4th January 2027 – Friday 18th June 2027

The Flexible Dining Plan is available at all campuses eateries during the opening hours displayed on the University website.

- a. During reading weeks when less students are on site, some dining outlets may close, although there will always be sufficient provision. Any change to the listed locations, dates and times during reading weeks will be communicated 7 days in advance via the University website.
- b. The University reserves the right to amend the opening days and times due to emergencies and unforeseen circumstances beyond the University's reasonable control (see clause 7). In such circumstances any changes will be communicated to you by email as soon as reasonably possible.

- c. The University reserves the right to amend the opening days times detailed due to planned maintenance. In such circumstances we will communicate this information at least 7 days' before via the University website.
- d. The University does not guarantee the availability of any specific type or style of eligible items.
- e. The University shall have the right to make any changes to the catering availability provision that does not materially affect its nature or quality, or which are made reasonably necessary by circumstances beyond its reasonable control.
- f. Outside availability times listed in this clause you have access to shared kitchen facilities within your halls of residence to prepare your own food.

3. Dietary Requirements / Allergens

- a. The Flexible Dining Plan includes hot and cold daily specials made on campus by chefs.
- b. This includes a wide variety of vegetarian and vegan options. Outlets also cater for food allergies, intolerances, special and religious diets. Allergen information is available across all outlets.
- c. If you have any questions regarding the catering that is provided or any dietary requirements you should carefully read the catering information at each outlet and on the University website and contact catering@hope.ac.uk with any queries or questions before you purchase the Flexible Dining Plan to ensure the University is able to accommodate such requirements.
- d. 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.

4. Eligible and Exempt Items

The Flexible Dining Plan may be used to purchase the following eligible items at participating University dining locations and retail outlets specified in clause 2:

- Food and beverages (excluding alcohol)
- Groceries (e.g., fresh produce, snacks, dairy, laundry items)
- Toiletries and personal care items (e.g., soap, shampoo, toothpaste) The following items are exempt from purchase using the Flexible Dining Plan:
 - Alcoholic beverages (including but not limited to beer, wine and spirits)
 - Tobacco products (including but not limited to cigarettes, cigars and rolling tobacco)
 - Vaping products (including but not limited to e-cigarettes, vape pens and e-liquids)

The University reserves the right to update the list of eligible and exempt items at its discretion. Any material changes will be communicated to you in advance.

5. Statutory Right to Cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your Flexible Dining Plan within 14 days from the date of purchase without giving any reason (Statutory Right to Cancel).

To exercise your Statutory Right to Cancel, you must notify the University Accommodation Team in writing by emailing accommodation@hope.ac.uk. Your request must include your full name, student ID number and a clear statement of your intention to cancel.

If you cancel within the 14-day period and have not used the Flexible Dining Plan you will receive a full refund of any payments made.

If you have used part of your Flexible Dining Plan within the 14-day period your refund will be adjusted accordingly to reflect any dining credits or meals used; such purchases are perishable items and are exempt from the statutory right to cancel.

Refunds will be processed within 14 days of receiving your cancellation request and will be issued via the original payment method.

Once the 14-day statutory cancellation period has expired you will not be entitled to a refund for any unused or remaining meal credits under the Flexible Dining Plan. This applies regardless of whether you have used the plan in whole or in part.

6. Refunds, Partial Refunds and Credit Roll Over

Exceptions may apply only in cases where the University, at its sole discretion, determines that exceptional circumstances warrant a refund or partial refund. Any such refund, partial refund or credit roll over, if granted, may be subject to an administrative fee and will not include any credits used.

Examples of exceptional circumstances that may warrant a refund, partial refund or credit roll over include:

- Withdrawal from the University either indefinitely or on a study break due to serious illness
- Withdrawal from the University either indefinitely or on a study break due to a protected characteristic under the Equality Act 2010
- Withdrawal from the University either indefinitely or on a study break due to bereavement
- Withdrawal from the University either indefinitely or on a study due to caring responsibilities
- Termination of accommodation license by the University

If the University agrees to terminate your accommodation license, then your Flexible Dining Plan contract will automatically terminate with full effect from the same date and you will only be entitled to a refund or partial refund or credit roll over under the above exceptional circumstances.

If you choose to leave University student halls of residence at any time prior to your accommodation license ending, but remain registered as a student at the University, the Flexible Dining Plan will remain in full force and effect and will not be refunded. Consideration may be given to a refund or partial refund or credit roll over only if an exceptional circumstance as listed in this clause 6 or clause 7 apply.

If you are absent from your accommodation for a period of more than one month through attendance off site due to placements, please contact catering@hope.ac.uk with evidence of your placement (or other reason for absence) to consider whether you are eligible for any applicable pro rata reduction in the Flexible Dining Plan fees. Any such reduction will be in the sole discretion of the University.

Any requests for refunds or credit roll over will be considered by the University in its sole discretion on a case-by-case basis and will require supporting evidence.

7. Service Disruption

The University will make all reasonable efforts to provide meal services as advertised. However, in exceptional circumstances beyond the University's reasonable control, including but not limited to: natural disasters, extreme weather conditions, industrial action, supply chain disruptions, pandemic, power or utility failures, terrorism or civil unrest, government actions or legal restrictions, IT or communication failures (Force Majeure Events), there may be unavoidable disruptions.

Where meal services cannot be provided due to such circumstances, the University will take all reasonable steps to minimise disruption, including offering alternative meal provisions where possible. If no reasonable alternative can be provided, a proportionate refund or credit will be offered for the affected weekly credit allowance.

Any changes to the Flexible Dining Plan due to such circumstances will be notified to you via an email to your University email address as soon as reasonably possible.

This clause 7 does not affect your statutory rights under the Consumer Rights Act 2015.

8. Unused credit

Any unused credit will roll over week on week until you cease to be a registered student. The annual cost is divided by 40 weeks, and we anticipate that you will use the weekly credit as intended. When you cease to be a registered student any remaining credit will be lost.

The University shall have no obligation to give any discounts or refund of the pre-paid Flexible Dining Plan if:

- You choose not to take all or any of the meals provided for any reason;
- You choose not to use all or any of the credits.

9. Complaints

Any complaint or concerns by you in relation to the meal plan scheme must be made in accordance with the University's Student Complaints Policy and Procedure.

10. Flexible Dining Plan Card Usage and Security

- a. The card issued to you is for the exclusive use of you as the registered student and must not be transferred, lent, or shared with any other individual.
- b. The card remains the property of the University and must be used in accordance with these terms and conditions and the University's policies.
- c. You are responsible for ensuring that your card is kept safe and secure.
- d. If your card is lost, stolen, or otherwise becomes unavailable to you, you must immediately report it to the catering team (catering@hope.ac.uk / 0151 291 3596). The University will take immediate steps to deactivate the card and prevent unauthorised use.
- e. Any unauthorised use of your card by you, another student, or third party will be investigated and considered a breach of the University's Student Code of Conduct and may result in disciplinary action.
- f. If you become aware of any misuse of your card, you must report it to the University immediately. The University will investigate and take appropriate action.
- g. If your Flexible Dining Plan card is used during a period where you claim for it to have been lost or stolen the University will investigate the identity of the person who used the card and will take disciplinary action against them under any applicable University policy.
- h. The University will notify you after any investigation whether you are liable for any credits used during the period in which you claim for it to have been lost or stolen.
- i. The University reserves the right to retain a card at any time and in its absolute discretion if it reasonably believes there has been misuse of the card.
- j. During all transactions using a Flexible Dining Plan card the card holders name is displayed on the till to the till operator; it is expected that the you would be able to confirm your identity if asked by the operator, by displaying your University ID card or valid photo ID card (including a passport or driving license).

Replacement Cards

Replacement cards must be collected from the catering office at Hope Park Campus upon presenting suitable ID such as a LHU ID card, passport or driving license.

During office hours of 8.30am-4.30pm Monday to Friday, a new card will be issued the same day. Losses of a weekend will be replaced on a Monday morning.

The value of any unused credit on the old card will be transferred to the new card. There is a £5.00 charge for the issue of a replacement card.

The charge will not apply where the card has been stolen and the theft has been reported to the police.

Data Protection

The University collects and processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Any personal data collected will only be used for the lawful purpose of facilitating the Flexible Dining Plan and will not be disclosed to any unauthorised person or third-party.

For further details on how your personal data is processed please refer to the University's Data Protection Policy.