

NIDO™ LONDON
STUDENT ACCOMMODATION
BOOKING TERMS AND CONDITIONS

Important

Please read the following terms and conditions carefully. You should keep a copy for future reference. They apply to both individual and group booking requests which you make:

- on-line using this Website;
- by telephoning our reservations team; or
- by faxing us a completed booking form.

This Website and the information contained on it is provided in the English language only. If you do not understand any part of the Terms and Conditions please contact our reservations team. If you choose to access the Website from locations outside the United Kingdom, you are responsible for compliance with local laws (if and to the extent they apply).

Definitions: In these terms and conditions we use the following words which have the following meanings (unless otherwise stated):

"Application Fee" means the fee we ask you to pay for processing your application;

"Check In Date" means the check in date we agree with you;

"Damage Deposit" means a payment we require before check in to cover damage to our property and outstanding fees or costs;

"Nido-King's Cross", "we" or "us" means Nido-King's Cross Limited, trading as "Nido-King's Cross" ;

"Occupancy Contract" means the legal agreement relating to your occupancy of rooms or use of bed space at a Nido King's Cross residence;

"Required Documentation and Payments" means the following documentation and payments which we ask you to provide before we can accept you as a resident: (1) copy of passport or government-issued ID or other form of identification (e.g. National Insurance number) and if required to enter the UK a Valid Visa stamp;(2) two passport sized photos; (3) a copy of the letter from your school, college or university verifying that you have been accepted on a course of study; (4) Damage Deposit and other rent or fees payable before check in as outlined in the agreed payment plan;

"Terms and Conditions" means together these booking terms and conditions, the terms and conditions of Occupancy Contract, the Room Rates schedule, the Cancellations Policy and any other terms and conditions we bring to your attention before you book;

"you" or "your" means the person submitting the booking request;

"Website" means the website which we operate from the URL: <http://www.nidolondon.com>.

Your status : By making a booking request you confirm that you are 18 or older and have been accepted on a study program at a London school, college or university. If you are under 18 you must involve a parent or guardian when making a booking request.

Terms and Conditions: These terms and conditions set out the basis on which we accept and allocate bookings for accommodation at the Nido-King's Cross residence. They incorporate by reference the Room Rates schedule, the Cancellations Policy and any other terms and conditions we bring to your attention (together or separately the "**Terms and Conditions**"). These Terms and Conditions can be downloaded from our Website. You should print or download copies for your future reference. Together they form the entire agreement between us. Nothing in these Terms and Conditions affects your statutory rights either as a consumer or otherwise.

Accepting the Terms and Conditions: You accept and agree to be bound by the Terms and Conditions when:

- in the case of on-line requests, you click the "submit" button; or
- in the case of telephone requests, you confirm to a member of our reservations team that you agree to be bound by them; or
- in the case of faxed requests, you fax a signed booking request form to us.

By submitting a booking request you confirm that you have been given an opportunity to read and understand the Terms and Conditions and agree to be bound by them.

Please ensure the details you provide when requesting a booking are correct and inform us promptly of any changes to those details (eg change of email or postal address).

The Contract Between Us

Acknowledgement: Shortly after you submit your request we will e-mail you to acknowledge receipt ("**Acknowledgement** "). This does not mean your request has been accepted. All requests are subject to confirmation of availability and acceptance by us. We must receive the Application Fee before we can process your request.

Acceptance: We will confirm acceptance of your application by sending you an email to this effect ("**Acceptance**"). The agreement between us ("**Agreement**"), as set out in the Terms and Conditions will come into force and have legal effect on the date we send you this Acceptance and will remain in force from the date we send you the Acceptance email until expiry or (if earlier) termination of your Occupancy Contract. At the same time as sending the Acceptance notification we will send you a copy of the Occupancy Contract which you will be required to bring with you upon Check In and sign.

Your commitments to us:

By accepting the Terms and Conditions you:

- agree to notify us of any changes to your personal circumstances (including change of e-mail address, correspondence address or phone number). You acknowledge that we will not be liable to you if you do not receive a communication from us because you have failed to inform us of changes to your contact details;
- agree to receive communications from us electronically and that electronic communications will satisfy any legal communication for communications to be in writing;

- acknowledge that if we do not receive the Required Documentation and Payments from you within 7 working days of us sending you the Acceptance notification, we may cancel your booking and end our Agreement with you and you will have no claim against us as a result;
- acknowledge that if you fail to pay deposits, rent or other fees or costs by the dates agreed in your payment plan, we may cancel your booking or, if you have already taken up residence, exercise our rights under the Occupancy Contract.

Our Commitments to You: By accepting your booking request, we agree, subject to availability and to us receiving from you the Required Documentation and Payments, within seven (7) working days before the agreed Check In Date) to accept you as a resident at the Nido-King's Cross residence.

Availability: We accept bookings subject to availability. If for any reason the accommodation you requested is no longer available we will at our discretion either:

- offer you alternative, suitable accommodation (where this is possible); or
- decline your request or cancel your booking and add you to our reserve list.

If we have to decline your request/ or cancel your booking and you have already paid deposits, rent, fees or other costs, you may be entitled to a refund in accordance with our Cancellation Policy. Please note that the Application Fee itself is non-refundable as it is required to cover our administrative costs.

Required Documentation and Payments

Before we can accept a student as a resident, we must receive the Required Documentation and Payments. We must receive the Required Documentation and Payments within 14 working days of us sending you the Acceptance notification. If we do not receive the Required Documentation and Payments within this timescale, unless there are special circumstances and we agree it can be provided at a later date, we will not be able to accept the student as a resident.

When we receive the Required Documentation and Payments, we will send you an email/letter to confirm receipt and to inform you that you have a confirmed booking.

If we do not receive the Required Documentation and Payments by the required date, we may at our option cancel your booking and bring this Agreement to an end. We will notify by email/letter if we choose to do this. This Agreement will end and cease to have legal force and effect from the date we send you this notification. To the extent you have paid deposits, fees or other charges in advance, you may be entitled to a refund in accordance with our Cancellations Policy. Please note that the Application Fee itself is non-refundable as it is required to cover our administrative costs

Room Rates and Costs: Except in cases of obvious errors, the room rates and other accommodation costs will be as quoted in our published Room Rate Schedule from time to time. We evaluate room rates periodically and reserve the right to update our Room Rate Schedule to accord to market conditions. Room rates and other costs will be billed in accordance with the payment plan we agree with you.

Although we try to ensure the room rates and other costs published on our Website are accurate, errors may sometimes occur. If we discover an error, we will contact you as soon as possible. You will have the option of reconfirming your booking request at the correct rate or cancelling it. If we are unable to contact you, we will treat your request as cancelled.

Receipt of your credit/ debit card details or cheques does not constitute our acceptance of your booking request. Acceptance of your request occurs as explained in "**The Contract Between Us**" section above.

We cannot guarantee the security of data which you send us by email. Please do not send us payment information using email.

Cancellations: If you cancel your booking request by notifying us in writing at any time in the period ending seven working days after the date we send you the Acceptance notification ("**Cooling Off Period**"), we will refund the Application Fee and other fees or deposits you have paid in advance. If you cancel at any time after the Cooling Off Period has ended you will forfeit the Application Fee. Please see our Cancellations Policy for further details.

Late Applications: If you are making a late application and you / the student will be checking in before the normal "Cooling Off" Period has expired, you agree that the "Cooling Off Period" cancellation rights (referred to above) will end when you / the student checks in.

Privacy and Communications

We (and our appointed third party providers) collect certain personal information (e.g. name, address, email address, credit/debit card details) about you when you submit a booking request ("**Personal Information**"). For details on how we use this information, please read our Privacy Policy. Unless we are fraudulent or negligent we will not be liable to you for any losses caused as a result of unauthorized access to this Personal Information.

You are responsible for ensuring the email address and other contact details you provide to us are correct. We will not be responsible if you do not receive communications from us because the details you have supplied are incorrect or in the event of telecommunication system failures outside our control.

We communicate with you by e-mail and by posting notices on our Website. You agree to receive communications from us electronically in this way and that electronic communications will satisfy any legal requirement for communications be in writing.

Losses

We will be responsible for any losses you suffer as a direct result of us breaching the Agreement between us if those losses were reasonably foreseeable to both you and us at the time the contract between us was formed (see "**The Contract Between Us**" section above). We will not be responsible to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions or the actions of our appointed sub-contractors or agents, is consequential or was not reasonably foreseeable to both you and us when the contract between us was formed.

Our liability to you under this Agreement will not exceed the amount of any deposits, fees or other charges you pay to us. Nothing in these Terms and Conditions excludes or limits our liability to you for personal injury or death caused by our negligence.

Events beyond our reasonable control

We will not be responsible to you for any delay or failure to comply with our obligations under this Agreement if the delay or failure arises from any cause beyond our reasonable control (including failure of telecommunication links).

Alterations to the Website and Terms and Conditions

We reserve the right at any time to make changes to the Website, the Terms and Conditions, our Privacy Policy and other terms, conditions and policies we may notify you of from time to time. You will be subject to the terms, conditions and policies in force at the time you submit a booking request. Changes which we are required to make by law could apply to booking requests which you have already submitted. If

any of the Terms and Conditions are deemed invalid, void or unenforceable for any reason, they will be deemed severable and will not affect the validity or enforceability of the remaining Terms and Conditions.

Waiver

If you breach the Terms and Conditions and we take no action we will still be entitled to use our rights and remedies in other situations where you are in breach.

Governing law and jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the non-exclusive jurisdiction of the English courts, as do we.

Enquiries

Tel: 0203 102 1000

Fax: 0203 102 1001

Email: nimail@nidokingscross.com

Address for correspondence: 200 Pentonville Rd, London, N1 9JP

Our Details

Nido King's Cross, trading as Nido King's Cross Limited.

Registered in England and Wales.

Registered Office: 6002315

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Cancellations Policy

If you cancel a booking request, your rights are as follows:

Circumstances of cancellation	Refund due to you
Cancellation notice sent to Nido™ King's Cross within the "Cooling Off Period" (i.e. seven (7) Working Days following the date of the Acceptance notification)	Application Fee and other fees and costs paid in advance.
Cancellation notice sent to Nido™ King's Cross after the Cooling Off Period has expired and before the Check in Date	Fees and costs already paid, less: (1) the Application Fee (which we retain to cover administrative costs); and (2) 4 weeks rent
Cancellation notice sent to Nido™ King's Cross at any time after the Check-In Date	No refunds is due.

Cancellations by Nido™-London

Circumstances of cancellation	Refund due to you
Required Documentation and payments not provided within a set number of Working Days of receipt of the acceptance email.	Fees and costs already paid, less the Application Fee which we retain to cover administrative costs.
Student visa cancelled (we require proof of cancellation)	Fees and costs already paid, less: (1) the Application Fee (which we retain to cover administrative costs); and (2) 4 weeks rent
Student dismissed during period of residence	As detailed in the Occupancy Contract