

Booking Terms and Conditions

These License booking terms and conditions set out the terms and conditions which apply to your booking at Fifty One London. **If you do not understand these terms and conditions or the License Agreement you should seek appropriate advice before accepting them.**

Booking Terms and Conditions

Required Payments at Time of Booking: Booking Fee

Payment of the Booking Fee constitutes your acceptance that the Booking Fee is retained to secure your room in accordance with these terms and conditions.

You agree that the deadline to conclude your License Agreement shall be **7 days** following receipt of the Booking Fee, or any other period agreed to by us (the “**Deadline**”).

The Booking Fee shall be treated as a payment towards your first License payment and credited to your License Account.

Application Screening

You give us express consent to use the details provided by you to undertake:

- searches against sanctions lists, including those maintained by the United Kingdom, the United States, the European Union (“**Sanctions Lists**”); and
- background checks, including but not limited to searches against United Kingdom law enforcement databases (“**Law Enforcement Databases**”), (“**Screening Searches**”).

You acknowledge that we may need to request additional information to verify your identity in connection with the Screening Searches (“**Screening Search Additional Information Request**”). You agree to cooperate with any Additional Information Request(s).

The undertaking of Screening Searches and/or any associated Screening Search Additional Information Request(s) will not affect your rights and/or our obligations to you under the Data Protection Act 2018.

You have the right to ask us not to undertake Screening Searches but in doing so we will not be able to progress your application.

Your Booking

By you paying to us a Booking Fee, we agree to hold a selected room for you on the basis that you will enter into a License Agreement by the Deadline.

In order to collect your key from the License start date as defined and set out in your License Agreement (as defined below) (the “**License Start Date**”) you will be required to have paid the License instalments that are due.

Your License Agreement

You will receive a copy of a License Agreement to be entered into by you, your guarantor (if applicable) and Galaxy 51 Limited (the “**License Agreement**”), including your License letter and these terms & conditions for review and acceptance. The License Agreement sets out the full terms under which you agree to License a room from Galaxy 51 Limited. You will have the opportunity to read the License Agreement before you are required to confirm your acceptance of it. Your License letter includes a full schedule of your License instalments and payment due dates.

You may cancel your booking or License Agreement with us subject to the cancellation policy detailed below.

Cancellation policy

Cancellation by us prior to you collecting your key

Galaxy 51 Limited reserves the right to cancel your booking on notice if:

- you notify us after the Deadline that you have decided not to enter into the License Agreement;
- we take all reasonable steps to enter into the License Agreement before the Deadline and you fail to do so, for example, if you fail to complete your application or provide guarantor details (if applicable) and supporting documentation in good time;
- you provide us with relevant false or misleading information;
- we are prohibited from entering to the License Agreement with you because of the Immigration Act 2014 (persons disqualified by immigration status). In the case we cancel your booking for this reason, you will not be liable for the contractual obligations laid out in the License Agreement from the date of cancellation, irrespective of whether you have signed it;
- we have determined following undertaking Screening Searches that you or your guarantor (if applicable) appear on Sanctions Lists and/or Law Enforcement Databases;
- you or your guarantor (if applicable) fail to cooperate with any Screening Search Additional Information Request(s);
- you have not paid any amounts that have fallen due (including but not limited to, your first License instalment); and/or
- you have committed any breach of the License Agreement with us.

We may also terminate your License Agreement for any of the reasons set out above, as set out in more detail in clause 2.4 of the License Agreement itself.

If you enter into the License Agreement, and you then fail to collect your key within 2 weeks of your License Start Date, Galaxy 51 Limited reserves the right to: (a) cancel your booking and terminate the License Agreement and (b) re-let your room. In these circumstances any fees paid by you (including the Booking Fee allocated to the first payment of License Fee) will not be refunded to cover any losses incurred by us for empty unlet rooms. This provision takes precedence over any provisions in the License Agreement.

If your booking is cancelled in such circumstances, any Booking Fee you have paid will be retained by Galaxy 51 Limited.

Cancellation by you – prior to collecting your key or prior to your License Start Date

If you have not entered into the License Agreement, the Deadline has passed and you wish to cancel your booking, then any Booking Fee you have paid will be retained by Galaxy 51 Limited.

If you have entered into the License Agreement and you wish to cancel your booking, you will remain liable for the contractual obligations set out in the License Agreement and you may not cancel the booking unless you can provide proof that you fit any of the following criteria and have not yet collected your key, or your License Start Date has not yet commenced, and provide the evidence required within the timescales as detailed below:

- you notify us of your intention to cancel your booking prior to 1 August or, if your License Start Date is in any month other than September, at least 28 days before your License Start Date;
- you notify us of your intention to cancel within 7 days of payment of your Booking Fee and you have not collected your keys;
- your UK Visa application has been denied;
- you have not obtained the required qualifications to get into your first University of choice; or
- you are deferring your university entry.

Where proof is provided in accordance with these terms and conditions and to our reasonable satisfaction, you will be entitled to cancel the booking and you will not be liable for the contractual obligations laid out in the License Agreement from the date of cancellation.

All cancellation notifications must be made via email to enquiries@fiftyonelondon.com

Where the reason for cancellation is **not** one of the five matters listed above (e.g. you have changed your mind, booked a different accommodation, voluntarily withdrawing your university entry etc.), you will remain liable for the full contractual License Fee, unless and until a replacement Licensee is found for your accommodation. You are responsible for finding an eligible replacement Licensee, although site staff will assist where possible.

If you wish to cancel the booking and a replacement Licensee is found, subject to our agreement, you will be released from the contractual obligations set out in the License Agreement. Once the new replacement Licensee has signed their License Agreement and paid any License Fee due, any overpaid License Fee money will be refunded to you, less an amount equal to your Booking Fee which will be retained as a Cancellation Fee. Please note that all Licenses commence on a Saturday; therefore the relevant site team will confirm your official release date from your contractual obligations under the License Agreement.

Evidence required where there is a cancellation by you

Notify us of your intention to cancel within 7 days of payment of your Booking Fee and you have not collected your keys.

No further evidence is required beyond notifying us, and your Booking Fee be returned to you.

Notify us of your intention to cancel prior to 1 August or at least 28 days before your License Start Date if your License Start Date is in any month other than September but more than 7 days after the payment of your Booking Fee.

No further evidence is required beyond notifying us. Your Booking Fee will be retained as a cancellation Fee.

Failure to get into your first university of choice

Should you fail to gain the required qualifications and are not accepted into the University you stated as your first choice, or you choose to go to a different University because you have exceeded your expected grades, you may cancel your License Agreement and we will refund any Booking Fee and any License Fee payments made so long as you provide the following information within the timescales mentioned below:

- written confirmation from you that you wish to cancel your reservation due to having failed to obtain the required grades for your first choice University or you have exceeded your grades; and
- supporting written evidence from the University or UCAS rejecting your entry/acceptance of your new university.

This information must be provided to us **within 72 hours of your exam results being published** to be eligible for a Booking Fee refund. In these circumstances, any Booking Fee and License Fee paid will be returned to you. If you fail to provide the information within 72 hours of your exam results being published, any Booking Fee will be retained as a cancellation Fee.

Failure to obtain a UK Visa

If you fail to obtain a UK Visa before the start date of your License, we will cancel your License Agreement and refund any rent payments made so long as you provide the following information:

- written confirmation from you that you wish to cancel your reservation; and
- supporting official evidence to show that the Visa was declined.

This supporting evidence should be supplied to Galaxy 51 Limited **within 72 hours of you receiving official confirmation**. In these circumstances, the Booking Fee and any rent paid will be returned to you.

Deferment of University entry

If you choose to defer your university entry to the next academic year before your License Start Date, we will cancel your License Agreement and refund any License Fee payments made as long as you provide the following information at least one week prior to your License Start Date:

- written confirmation from you that you wish to cancel your reservation due to deferring your university entry to the next academic year; and
- supporting written evidence from the University or UCAS to confirm deferral

In these circumstances, any Booking Fee will be retained as a cancellation Fee.

Cancellation by you after date of key collection or commencement of License Start Date – License Takeover

Once you have collected your key or the License Start Date has passed, the only way to release yourself from the License Agreement is to find a replacement Licensee who will take on the full contractual obligations under the License Agreement. If you wish to end your License early and have found a replacement Licensee, we will, acting reasonably, consider terminating your License and entering into a replacement License with a new occupier (a **"License Takeover"**). We will only consider License Takeovers in the period starting one month after your License Start Date and two months before your License End Date (**"Permitted Period"**).

If we approve a License Takeover during the Permitted Period, you will pay any License Fee arrears before we release you from your License Agreement. Such release shall be effective from the start date of the replacement Licensee's new tenancy agreement.

Once the new replacement Licensee has signed their License Agreement, paid any License Fee due and moved in, any overpaid License Fee money will be refunded to you within 28 days of the start date of the replacement Licensee's new License Agreement, less an amount equal to your Booking Fee which will be retained as a Cancellation Fee.

If you fail to leave the Room in accordance with the terms of your License Agreement, you may be liable for any damages suffered by us, which may be deducted from any refund due. Please note that all Licenses commence on a Saturday.

Governing Law

These terms and conditions (including any claims or disputes relating thereto) shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the English courts over any claim, dispute or other matter arising under or in connection with these terms.