

# TERMS AND CONDITIONS

Chapter® is the student accommodation brand of Greystar® Europe Holdings Limited and its subsidiaries. Greystar Europe Holdings Ltd is a limited company registered in England, with registered number 08741469 and VAT registered number 179754450. Our registered office is at Finsbury Circus House 15 Finsbury Circus London EC2M 7EB. Chapter gives notice that all content on this website is set out only for the guidance of intending purchasers or lessees and does not constitute any part of an offer or contract. All information and statements set out on this website are given without any assumption of responsibility as to the accuracy of such information/statements and any intending purchasers, lessees and any other person should not and are not entitled to rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them. Chapter does not accept or owe any intending purchasers or lessees or any other person any duty of care in respect of the content of these particulars. No person in the employment of Chapter has any authority to make any representation or warranty whatsoever on this website.

## **OUR PROPERTIES**

The registered name and company number for our residences can be found below. The registered address for all of our properties is 15 Finsbury Circus House, Finsbury Circus, London, England, EC2M 7EB.

1. Chapter Highbury is the brand name of GS Wedgwood Court Management LP and the registered company number is LP013538
2. Chapter Islington is the brand name of GS Woodland Court LP and the registered company number is LP012643
3. Chapter Kings Cross is the brand name of Nido Kings Cross Limited and the registered company number is 06002315
4. Chapter Lewisham is the brand name of GS Sherwood Court LP and the registered company number is LP017294
5. Chapter Portobello is the brand name of Nido Notting Hill Limited and the registered

company number is 07113525

6. Chapter South Bank is the brand name of GS Great Suffolk Street Management LP and the registered company number is LP013540

7. Chapter Spitalfields is the brand name of Nido Spitalfields Ltd and the registered company number is 06059074

8. Chapter Aldgate is the brand name of GS Assam Place Sub Unit Trust I and GS Assam Place Sub Unit Trust II.

9. Chapter White City is the brand name of GS Savoy Circus Limited Partnership and the registered company number is LP18135

10. Chapter Highbury II is the brand name of GS Holloway Road Limited Partnership and the registered company number is LP018847

## **PRIVACY POLICY**

Our Privacy Policy constitutes an integral part of our website's Terms of Use and is subject to the provisions thereof, including with respect to Limitation of Liability and governing law. We encourage you to read the Privacy Policy before you send or share Personal Information with us or use our website and to read it again from time to time.

## **BOOKING TERMS & CONDITIONS**

### **Application Screening**

In proceeding with this application you give us express consent to use the details provided by you to undertake searches against sanction lists maintained by the Governments of the United Kingdom and United States and the Governments of other countries as we choose including those maintained by the United Kingdom Treasury and the United States Office of Foreign Assets Control. This will not affect your rights or our obligations to you under the Data Protection Act 1998.

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

**First instalment of rent**

Payment of the first instalment of rent is due at the time of booking if you book on or after July 31st.

Payment of the first instalment of rent is due on July 31st if you book prior to July 31st.

**Card Payments**

We use World Pay to collect and process transaction information.

**Your Contract**

Your Tenancy Agreement will only come into effect and your right to occupy the room will only start once (a) the first instalment of Rent has been received by us and (b) the Tenancy Agreement has been accepted and signed by all of the Tenants and (unless waived by the Landlord) the Guarantor. Once you have entered into a Tenancy Agreement with Chapter® you will be bound by the conditions of that Tenancy Agreement which is governed and administered under English Law. You may cancel your Tenancy Agreement with us subject to the Cancellation Policy detailed below. You will have the opportunity to read the terms and conditions applicable to the Tenancy Agreement before you signify your acceptance of them. If you do not understand the terms and conditions of the Tenancy Agreement you are encouraged to seek appropriate advice before accepting them.

**Cancellation Policy**

To secure your Room prior to 31st July, you must do the following within 3 days of receipt of this Tenancy Agreement (these three days being known as the Decision Making Period):

1. Pay your Holding Fee (which will be deducted off your first instalment of Rent if your booking is not cancelled)
2. Both the Tenant and the Guarantor must sign the Tenancy Agreement.

If you have not paid the first instalment of Rent on the date of booking, this must be paid on or before 31 July otherwise we reserve the right to cancel your booking.

To secure your Room from and including 1st August, you must do the following within the Decision Making Period:

1. Pay your first instalment of rent.
2. Both the Tenant and the Guarantor must sign the Tenancy Agreement.

A Holding Fee will not be required for bookings made on or after August 1st.

Failure to secure your Room within the required timescale may result in the cancellation of your booking.

#### **Cancelling within the Decision Making Period**

The Holding Fee is refundable if you provide us with notice of your intention to cancel within the Decision Making Period. If you cancel your booking after the Decision Making Period, your Holding Fee will not be refunded. We will refund you your Holding Fee within 14 days of receipt of you advising us in writing of your intention to cancel and no Rent will be due by you. No Tenancy Agreement will then come into effect.

#### **Taking no action throughout the Decision Making Period**

If at the end of the Decision Making Period if you have taken no action, i.e. not signed and accepted your Tenancy Agreement and/or not paid your Holding Fee and/or your first instalment of Rent then your offer will be cancelled on our system and your Room will be made available for someone else to book.

#### **Cancelling after the Decision Making Period but before 31st July**

You can, but your Holding Fee will not be refundable. You will not be liable for the Rent due under the Tenancy Agreement. If you have paid your first instalment of Rent prior to cancellation of your Tenancy Agreement, this will be refunded to you within 14 days of you advising us in writing of your intention to cancel.

#### **Cancelling on or after 1 August after accepting your Tenancy Agreement and having paid your first instalment of Rent**

If you need to cancel your booking on or after 31st July after accepting your Tenancy Agreement and having paid your first instalment of Rent you must meet the following criteria:

1. Your visa has been declined
2. You have failed to obtain your grades to study at university and as such do not have student status
3. Extenuating circumstances subject to our sole discretion e.g. serious ill-health, family emergency.

If you meet the above Cancellation Policy, your request for Cancellation will be granted, your Holding Fee and the first instalment of Rent (pro-rated) will be retained by us but you will not be liable for the payment of Rent for the balance of the term of the Tenancy Agreement.

If you need to cancel your booking on or after 31st July after accepting your Tenancy Agreement and having paid your first instalment of Rent but cannot meet the above Cancellation Policy you will remain liable in full for the Rent for the full term of the Tenancy Agreement.

If you need to cancel your booking after 31st July after accepting your Tenancy Agreement and having paid your first instalment of Rent but cannot meet the above Cancellation Policy, we will accept a replacement tenant for your room at our sole discretion. It will be your responsibility to find a replacement tenant and we will have sole discretion on whether the new tenant passes all administrative checks. Please note that we will not agree to a replacement tenant unless all outstanding accounts with us are settled.

If we agree to accept a replacement tenant you will be required to pay an administration fee of £300 to us for our administration costs in carrying out the relevant checks on the replacement tenant. Once the replacement tenant has entered into a Tenancy Agreement and paid their first instalment of Rent, you will not have to pay any further Rent for the Room. Please note that no replacement tenants will be accepted for any tenancy which is terminated after 1 June and that you will be responsible for the costs of cleaning of the room once you have left.

Any decision made to release you from your Tenancy Agreement for any reason that does not fall within these criteria is made by us, at our sole discretion on a case by case basis.

**Room Moves**

Room moves after the start of the Tenancy Agreement will be managed based on availability at the sole discretion of Chapter. An Administration Fee of £100 will be payable.

**Tenancy Agreement**

You will receive a copy of your Tenancy Agreement, including your Tenancy Letter and Terms & Conditions for review and acceptance via the Student Portal.