

Student Accommodation

Your student accommodation provider is FD Asset Management "FDAM". FDAM works alongside with Find Digs Limited.

FD Asset Management Limited "FDAM" Terms & Conditions

Please read this carefully. These Terms and Conditions apply to all your dealings with FDAM ("the Provider"). By engaging the services of FDAM you are agreeing to the Terms and Conditions that appear below. If you have any comments or questions please contact FDAM on the first floor at 142 Cromwell Road, London, SW7 4EF.

1. Acceptance

These Terms and Conditions set forth the legally binding terms for your use of the Services. By using the Services, and in consideration of Provider providing the Services to you, you agree to be bound by these Terms and Conditions. Please read these Terms and Conditions carefully and save them.

2. Modification

The Provider may modify these Terms and Conditions from time to time and such modification shall be effective upon posting of the same on the Provider's website (finddigs2.hostings.co.uk/). You agree to be bound by any changes to the Terms and Conditions when you access the Website or use the Services after any such modification is posted. If you do not agree to be bound by them, you should not use the Services.

3. Eligibility

By using the Services, you represent and warrant that (a) all information you submit is truthful and accurate; (b) you will maintain the accuracy of such information (including your email address); (c) your use of the Services does not violate any applicable law or regulation.

4. Terms

These Terms and Conditions shall remain in full force and effect while you use the Services.

5. Services

The Services are services provided to you by the Provider and consist of processing your application for housing, finding assigning and booking a property for you, drafting and executing the tenancy agreement. Providing general day to day ancillary services.

6. Check-in / Check-out Times

The check-in/out times are from 10.00am until 6.00pm from Monday to Saturday. More specifically, for Furzedown Student Village and Cedars Hall, the check-out is at 10.00am. If you check in or check out at the times set, you will not be charged. Out of office hours incur a check-in/check-out cost of £25, unless you are a resident of Furzedown Student Village, where if you fail to check out at 10.00am, you will be charged a daily rate of £30. This is levied on bank holidays and Sundays. You are expected to leave the room as you found it: it must be clean and it must be tidy of all of your belongings. We will charge you for any necessary clean-up costs we incur.

7. Fees, Payments

7.1 You acknowledge the Provider reserves the right to charge for the Services and to change any applicable fees from time to time in its discretion. The Administration and Contract Fee goes towards the processing of your application and is non-refundable.

7.2 A deposit must also be paid to confirm your booking. With the exception of the situations outlined in the points below, a deposit can only be refunded in the event that another tenant is found to replace the original student's booking of course at the end of their tenancy.

7.3 If you are not granted a visa for entry and stay into the UK and/or your visa application is rejected, upon sufficient proof, you have to give 2 months notice to the Provider for any fees or money to be refunded.

7.4 A successful booking is made and a valid contract is entered into only when cleared funds are received. Upon the Provider receiving any funds from you for fees, rent or any other charge you are deemed to have accepted the Provider's Terms and Conditions and the terms contained in the tenancy agreement.

7.5 All fees, rent, payments, transfers and costs are calculated in pounds Sterling (GBP). Other currencies may incur additional charges from your bank. Any shortfall from foreign banks will be re-charged to the student.

7.6 Deposits will be repaid in Pounds Sterling (GBP) and will only be repaid into a UK bank account within one month of your departure.

7.7 If international bank transfers are necessary (for example to return deposits to international bank accounts), FDAM will charge a £25 administration fee and will pass on all costs to the Student and/ or Tenant.

7.8 If any international students would like to pay their rent on monthly basis, a charge of £35 per month will be imposed on the payment schedule. The option for monthly payments is only available for tenants of the Clapham flatshare and the Kilburn Studios.

7.9 Unless your rent payment(s) is clearly identified, we will not recognise your rent payment(s) and late fees may still apply.

7.10 Payment by credit card and all foreign cards incur a 2.5% surcharge. We do not accept American Express.

7.11 Any charges incurred by the tenant as a result of their failure to adhere to the terms of the tenancy, shall be treated as forming part of the rent and will be due and payable as it were rent.

8. The Property

8.1 The Assured Shorthold Tenancy Agreement is made according to s.47 and s.48 of the Landlord and Tenant Act 1987.

8.2 Any pest infestation brought into the residence by the student, will automatically result in the said student being charged for pest control.

8.3 The Provider assumes no liability or responsibility for the pictures used to advertise the properties. Pictures are provided by the building owners and should only be used as a general guide as to the state/condition of the property. The Provider does not take any responsibility for the maintenance repair or staffing of the building in which you shall occupy. The responsibility for the maintenance repair and staffing of the building is that of the Landlord's.

8.4 No bedding, cleaning or catering services will be provided by the Provider unless specifically stated in a validly made contract.

9. E-mail Policy

We will not respond unless required to do so by law to any electronic mail ("e-mail") sent to us which contains threatening, abusive, malicious, obscene, defamatory or otherwise illegal or inappropriate material. We reserve the right to take such action as we in our sole discretion deem fit in respect of such material.

10. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with English law and you irrevocably agree that the courts of England and Wales shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and Conditions. Nothing in this clause limits the right of Provider to bring proceedings against you

arising out of or in connection with these Terms and Conditions (a) in any other court of competent jurisdiction or (b) concurrently in more than one court of competent jurisdiction.

11. Indemnity

You agree to indemnify and hold the Provider, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses of any character suffered or incurred arising out of your use of the Services in violation of these Terms and Conditions, and/or arising from your use of the Services and/or a breach of these Terms and Conditions.

12. Limitations and exclusions of liability

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

13. Breaches of these Terms and Conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach and/or bringing court proceedings against you.

14. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. Exclusion of third party rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

16. General

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions. If any part of these Terms and Conditions is found to be invalid

by any court having competent jurisdiction the validity of the remaining terms will be unaffected. If either party does not exercise any right or remedy under these terms, this will not be taken to mean that they have been waived.

17. Cancellation

17.1 If you are not granted a visa for entry and stay into the UK and your visa application is rejected within 5 weeks of the tenancy start date, you can claim your deposit back. You will also be charged a £200 cancellation fee.

17.2 If you are not granted a visa for entry and stay into the UK and your visa application is rejected, you can claim a refund of any rent, money or fees paid less your administration fee.

17.3 If you vacate or leave the property prior to the end of the term of your tenancy you cannot claim a refund on any of the rent, money or fees paid unless the Provider finds a replacement tenant for the property and there shall be an additional Fee incurred as a result of your early departure in the amount of £200 + VAT.

17.4 If you have signed your contract you are bound to pay the rent for the fixed time period on your contract.

18. Termination

We may terminate the provision of the Services or restrict your access to them without any prior notice to you where (by way of example and without limitation): (1) there is a regulatory or statutory change limiting our ability to provide the Services; (2) any event beyond our reasonable control prevents us from continuing to provide the Services (for example, without limitation, technical difficulties, capacity problems and communications failures); or (3) we consider in our sole discretion that you are abusing the Services provided or are considered in our discretion a liability or danger to other residents or residence staff members or are otherwise acting in breach of the Terms and Conditions.

Summer Camps Terms and Conditions

Find Digs Limited

1. Payment and Deposit

A non-refundable deposit of 20% of the total balance needs to be paid upon exchange of contracts. A further 50% of the total balance must be paid no later than

the 31st May. The remaining balance must be paid to Find Digs no later than four weeks before arrival.

In the event that the client will not pay 50% of the total balance by the 31st May, all the remaining balance will be due immediately.

All bookings made after the 30th April, must be paid in full within 7 days of receiving the contract or 7 days before the course starts, whichever is the sooner.

2. Airport transfers

Airport transfers are not included in the fees and can only be arranged upon request, unless expressly agreed and incorporated in the contract.

3. Cancellation

In the event that there is a visa rejection and Find Digs is notified upon sufficient proof, at least 1 month before arrival, the client will only be charged 50% of the total balance. If the notice is given 2 weeks prior to arrival with sufficient proof is provided to FDL, only 30% of the total balance will be refunded to the client.

In the event that the client wants to cancel by the 30th April and providing that no contract has been signed by the parties, the client will be charged 75% of the total balance. If cancellation is made after the 30th April, the client will be charged the total balance.

All cancellations must be made in writing and take effect from the date Find Digs receives such notice.

No fees are refunded once the student has commenced the summer course.

4. Course Rules

We expect and hope that all students registered with Find Digs will have a summer to remember and make every effort to show respect at all times to fellow students and members of Find Digs staff.

The course rules outlined below are designed to ensure that all the students and staff of Find Digs (and its agents therein) are able to enjoy the summer free from any unpleasant, intimidating or aggressive behaviour and in safety.

The breach of any course rule stated below may result in dismissal from the course. Furthermore, any student who breaks the law or displays aggressive, intimidating or racist behaviour will face instant dismissal from the course. Should a student face instant dismissal, the student will be withdrawn from the course with immediate effect and will need to return home at the parent's expense at the earliest possible opportunity.

- Students are expected to attend all meals, classes and arranged activities and excursions.
- All damage to property, equipment and rooms will be charged to the student.
- Gratuitous or wilful damage to school property, public property or other students' property may result in dismissal from the course.
- Consumption or possession of alcohol by students of any age is not permitted and will result in dismissal from the course.
- Drug-taking or possession of drugs will result in instant dismissal from the course.
- Smoking is not permitted in any part of the school and accommodation.
- Racist or intimidating behaviour towards another student or member of staff will result in dismissal from the course.
- Any student who leaves the accommodation after lights out may be dismissed from the course.
- Personal mobile phones must be turned off during all lessons and scheduled activities.
- Each student upon arrival will pay cash deposit against damage of £30. This will be refunded on departure providing no damage is noted.

5. Changes

Find Digs reserves the right to change details of its services, including courses, facilities, accommodation and course dates, where circumstances beyond the company's control necessitate such changes or where the number of enrolments is not enough to operate a course viably.

6. Changes to enrolments

Find Digs reserves the right to charge an Administration Fee of £45 each time course or accommodation details are changed or cancelled after a place has been confirmed. Additionally, when a change request for a previously confirmed accommodation is received less than 7 days in advance of the scheduled arrival date, an equivalent week's accommodation penalty fee will be charged. These fees will not apply to upgraded or extended courses.

7. Accident & medical insurance

Every student must have appropriate insurance and provide a document with the student's name and date of coverage as proof. Copies of all such insurance policies and evidence that all premiums have been paid needs to be sent to Find Digs. The

company recommends that all students take our own insurance, which is tailored to the needs of international students. Find Digs is able to provide insurance for all students at a cost of £10 per person per week. In the unfortunate event that a student is taken ill, Find Digs will assist group leaders with the arrangements necessary to take the student to hospital. Further costs may apply due to additional pastoral care that may be required.

8. Resolution of dispute

In the event of a dispute between an individual student and the school, procedures are in place to facilitate the resolution of the dispute. Any complaint should first be made to the student's Centre Manager. Each complaint will be fully investigated provided that it is received within a month of the course ending and all fees have been paid. Find Digs and its staff and representatives will not be liable for loss, damage, cost or injury to persons or property howsoever caused, except where liability is expressly imposed by law. Find Digs will not be liable in the event that any service contracted to be supplied by Find Digs becomes impossible to supply for any reason or any cause outside the control of Find Digs.

9. Expulsion

Find Digs reserves the right to expel or evict from the course any student whose conduct is unsatisfactory according to the 'course rules' as outlined above or at the discretion of the Centre Manager and or Director of Find Digs. Promotional activity Find Digs reserves the right, unless we are advised to the contrary by the parent/guardian in writing, to use these photographs or video clips as part of Find Digs promotional material. Students will be asked to fill out a questionnaire at the end of the course. Find Digs reserves the right to use this material in future promotion, unless otherwise stated by the parent/guardian.

10. Public Holidays

If a course includes a public holiday then there is no reduction in the course fees.

11. Force Majeure

Find Digs is not liable in the event where it is unable to fulfil any service to which it is contractually bound because of fire, natural disaster, acts of government, failure of suppliers or subcontractors, labour disputes or other reasons which are outside its control.

12. Agents

All the above terms are applicable to direct students and Agents unless variations are expressly agreed between the Agent and Find Digs in writing.

13. Liability & Changes

Find Digs has public liability Insurance. Nothing in these terms and conditions shall operate to exclude any liability of Find Digs for personal injury or death caused by the negligence of the company or those employed by the company. The details of the programme have been published in good faith. We reserve the right to make any changes or alterations to any aspect of the course, in the event of unsuitable weather conditions or other factors beyond our control.

14. English Law

English Law shall apply to the contract, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.