

Fortis Student Living

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1.0 Application Process

1.1 Initial Payment

On making your booking with Fortis Student Living you will be asked to pay a non-refundable initial payment; either a reservation fee, a deposit or a rental advance, depending on the contracted terms. This payment is to secure the booking of your room, and a room number will be allocated on receipt of payment. A room number must be generated for a booking to be valid.

Once your tenancy commences, a portion of any reservation fee will be converted into a deposit. Your deposit will be returned to you at the end of your tenancy providing there are no outstanding arrears or damages to your room or communal areas.

Once you have made your booking, please log on to your MyFortis account and check you have entered in all your personal details correctly and read through your tenancy agreement thoroughly, as this could slow down your application for accommodation.

1.2 E-Signature

Please be aware that by electronically agreeing to the terms and conditions of the booking online, via an e-signature and/or a terms and conditions check box, you are entering a legally binding contract in accordance with the Electronic Communications Act 2000 (Section 7).

1.3 Required Documentation

To complete your accommodation application, the following documentation is required within 14 days of paying your initial payment:

- A copy of your unconditional/conditional offer from your chosen University.
- A copy of your signed tenancy agreement, signed by both you and your guarantor. (UK-based guarantor will be required unless you have chosen to pay your rent in full.)
- A copy of your passport or driving licence.
- Two forms of identification for your guarantor along with proof of address.

Fortis may cancel your booking, giving notice to you by email, if we have not received the relevant documentation within the required timeframe. If this occurs, you will forfeit any initial payment paid if it is outside of the 14-day cooling off period. We reserve the right to cancel a booking at any time should any required information be insufficient or factually incorrect.

1.4 MyForis Account

MyFortis provides a personal login for each tenant, allowing them to access their tenancy agreement, make payments, report property faults and create new bookings for future years.

A login is automatically created upon booking a room with Fortis Student Living - it is important tenants familiarise themselves with the system and ensure all details are correct.

It is the tenant's responsibility to notify the site staff of any check-in and check-out dates via the MyFortis system, as a 24-hour move-in service is not in operation.

Further information is included in the Student Handbook.

2.0 Rental Payments

You will be asked to pay your full year's rent upfront unless you can provide a UK-based guarantor. If you have a UK-based guarantor you are eligible to pay your rent in three instalments. The UK-based guarantor must be aware and agree to the full liability of the contract, should the tenant fail to pay.

The first instalment (including full or remaining balance payments) needs to be paid 10 days before your contract start date. The second rental instalment is due in January and the final one in April.

Any changes to the rental instalments or payment plan may incur an extra charge, as this would require a contract alteration.

3.0 Cancellations

3.1 Cooling Off Period

If you choose to cancel your booking with Fortis Student Living, providing you have not moved into the accommodation already, you have 14 calendar days after paying your initial payment to cancel and receive a full refund.

You may cancel your booking by sending an email to the relevant accommodation office email address: cancelations@fortisstudentliving.com

Fortis Student Living will refund your initial payment once this email has been received; your cancellation date will be assessed by the email issue date.

If you cancel your booking after your 14-day cancellation period, you will not get your reservation fee returned to you, and you and your guarantor will be required to meet the obligations set out within your tenancy agreement.

3.2 Cancellations Post Move-In

We hope that you have a happy stay in your accommodation, however, if for any reason you decide to leave during your contract the landlord may agree to release you from your contract providing the conditions set out below are met:

- You agree that you will not sublet the tenancy created by the tenancy agreement to anyone else without obtaining our written consent.
- You find a suitable replacement tenant to take a new tenancy agreement for your room for the remaining period of your contract.
- Your replacement tenant must be enrolled in full time education in proximity to the accommodation.
- The replacement tenant must enter a tenancy agreement with us and pay sums due within this agreement.
- The replacement tenant must provide a suitable guarantor and the guarantor must accept the terms and conditions set out in the tenancy agreement.
- Refunds will not be processed until the replacement tenant taking over the contract has signed the tenancy agreement, paid, and moved into the accommodation.
- If you fail to find a replacement tenant to take over your tenancy, you will be responsible for paying the full rent until the end of your contracted time at the accommodation.
- If you fail to check-in on your accommodation start date and you have not signed your agreement, we may cancel your booking at any time by giving notice by email. If you are outside of the 14-day cooling off period, your initial payment will not be refunded.

3.3 Unreceived University Offer

You may be eligible to be released from your agreement, if you are a first-year prospective undergraduate student and your offer of a place at your preferred university / higher education institution is withdrawn as a result of you not achieving the required entry grades.

You may also qualify if you have surpassed your required entry grades and have chosen to go to a different university, should the accepted institution be based more than 10 miles from the contracted accommodation. The distance to the accepted institution will be measured to the main university campus/main postal address, as listed on the institution's website.

To meet the criteria, you will need to provide either:

- A copy of the rejection letter from your chosen university.
- A copy of the acceptance letter from your new university.

Please note contracts will only be relinquished on this condition prior to move-in, all tenants in occupation of a property are subject to condition 3.2 in the company terms and conditions/cancellation policy.

3.4 Visa Declined

If you require a visa to live or study in the UK, we may relinquish your contract if your visa application is refused or rejected.

To meet the criteria, you will need to provide:

- A written rejection/refusal letter.

3.5 Health & Wellbeing

Fortis Student Living, and/or the Landlord, are not obligated to cancel the tenancy agreement on the grounds of health. Any such agreement is at the company's, and the Landlord's, discretion, and would require the agreement from both parties.

4.0 Advertising & Promotions

4.1 Room Sizes & Layout

Rooms are categorised via the total square meterage within each dwelling.

Under 18sqm = Studio

18sqm to 22.9sqm = Premium Studio

23sqm to 26.9sqm = Superior Studio

27sqm and above = Deluxe Studio

As room layouts can differ between dwellings, there may also be a difference in floor space surrounding the amenities within the dwellings.

Apartments are classified as such due to a separate bedroom and living area.

4.2 Photography

Due to the variation in the room sizes and layouts, it is strongly advised that you view the property if you wish obtain an accurate representation of the studio apartment/room number.

The company cannot be held responsible for any assumptions made based on viewing promotional images.

4.3 Room Furniture and Furnishing

The room furniture, fixtures and fittings are defined on the building's webpage and may change per room type (also defined on the webpage).

Although we cannot guarantee the exact same specification in each property, the fixtures and fittings are largely consistent within a building - though it is likely to differ between different buildings.

Rooms may be decorated with light furnishings for advertising purposes, which are not included in the property rental agreement. These furnishings are placed to demonstrate how a room would look if it was being lived in.

4.4 Third-Party Agents

Fortis Student Living advertises through many platforms and third-party agents.

All Fortis Student Living contracts are administered to the tenants directly, on behalf of the landlord, and such agents are not declared in the agreement.

Any tenant which has been referred from a third-party agent is advised to place all queries with Fortis Student Living directly.

We cannot be responsible for any information, advertisements or actions provided by such agents.

4.5 Promotions

All promotions (including discounts) are subject to the terms and conditions outlined in the campaign, defined in more detail online.

Promotions will be honoured by the company upon the point of sale, although the company reserves the right to discontinue to future customers at any given time.

Such advertisements are only applicable during the time of the promotion (usually for one sale per person) and do not hold any lasting validity, specifically for rebookings.

5.0 General Terms

- **Information:** Although every effort is made by Fortis Student Living, its agents, associates or employees to verify information given in their web site, brochures, and promotional material, it must be clearly understood that such information does not form part of any contract or offer. Any intending purchaser of a property or a business must satisfy themselves as to the correctness of any information either printed or verbally issued by Fortis Student Living, its agents, associates or employees.
- **Details:** Fortis Student Living, its agents, associates or employees make every effort to keep up to date the information stated in its web site, brochures and other promotional material, but it cannot guarantee that particular properties and businesses will still be available to let when prospective purchasers enquire or travel to view. Vendors may increase or decrease the price of properties/ businesses and no guarantee is given that the price shown in the Fortis Student Living web site or brochure will remain accurate.
- **Availability:** Fortis Student Living, its agents, associates or employees does not accept any liability to interested purchasers resulting from their inability to view properties and businesses in which they may be interested due to the fact that the properties or businesses may no longer be available for let, or due to revision of prices, or due to unforeseen circumstances.
- **Services:** All related services offered, such as finance, mortgages, Insurance, Currency exchange, legal and tax advice, removals and any other service from a third party – are merely recommended in good faith only and all agreements and contracts with such parties or for such services are entirely the responsibility of the buyer/user and service provider and not the liability or responsibility of Fortis Student Living.
- **Currency exchange Rates:** Be aware that currency fluctuations can greatly affect the price you pay in sterling for a property when you come to pay for it. We advise you to keep this in mind and seek professional help when transferring money abroad. Note also that properties are often listed in their 'local' currency and therefore a sterling price is often only a guide.
- **Business liability:** Fortis Student Living, its agents, associates or employees operate as an introducing agent to assist interested persons in finding and purchasing properties and businesses. Fortis Student Living is not liable for any loss which they may incur for any reason whatsoever resulting from their interest in purchasing, attempted purchase or actual purchase of a property overseas.
- **Measurements, tenure & usage:** Land, property and room sizes given in the Fortis Student Living, its agents, associates or employee's web site, brochure or any promotional material are subject to survey. It remains the responsibility of the tenants to satisfy themselves as to the correctness of such information. Building plots described in the Fortis Student Living web site, brochure and promotional literature remains the responsibility of purchasers of plots of land to acquire/check all necessary planning consents and licences. Title and tenure is also the liability of the buyer, lawyer and selling company and Fortis Student Living recommend that the services of a professional are employed when purchasing property overseas.

- Viewing & Travel: All contracts for transport by rail, sea, air or on land, for accommodation, board and lodging, for legal and estate agency services, or for any other associated services shall be deemed to be contracts between the person/s travelling and the service provider. Fortis Student Living, its agents, associates or employees makes every endeavour to recommend only reliable and reputable providers of transport, accommodation, legal, estate agency and other services and shall not be held responsible or liable for any loss or damage resulting from such recommendations.
- How Fortis Student Living get paid for their service: In the main, Fortis Student Living, their agents, associates or employees are paid a percentage of the builders, agents or developers profit/fees and this is generally part of the allocated budget for marketing and sales and therefore the tenant does not pay more for a property as a result of letting via Fortis Student Living. Therefore, in effect, a client receives a free service from Fortis Student Living, including the advice, support, search and ability to source property as well looking to bring only the best properties to clients. There are some circumstances where an admin fee is charged to the client by Fortis Student Living, but this will be clearly discussed and agreed with the client beforehand.
- Associated companies actions: Fortis Student Living, its agents, associates or employees shall not be held liable or responsible for the actions of other persons or companies or firms with which it may be associated or have connections with. Finance & Investment advice: Any investment or financial advice given by Fortis Developments, its agents or associates are a guide only and expert tax, financial planning and mortgage advice will be required to confirm information when purchasing a property.
- Devolved responsibility: Fortis Student Living is acknowledged as a joint venture, and a brand, of Fortis Estate Management Limited and Fortis Lettings and Management Limited. Each company has its own diminished responsibility and in respect to the running of each 'property' and/or 'building', and are recognised as separate legal entities.
- Disputes: Any disputes regarding property shall be resolved according to the laws of the country in which the property is situated and between the buyer and contracted seller.
- Insurances: When travelling abroad it is advisable to arrange suitable comprehensive insurance cover. Fortis Student Living its agents, associates or employees accept no liability whatsoever for losses, damages, compensation or personal injury resulting from a viewing trip.
- Building time on new property: Whilst every effort is made by Fortis Student Living, its agents, associates or employees to give accurate information to purchasers of "off plan" properties as to the building time of such properties it must be clearly understood that tenant contracts are with the relevant construction company and not with Fortis Student Living, its agents, associates or employees. Estimated building times are given by the relevant construction company and it should be clearly understood that delays or changes may occur. Fortis Student Living, its agents, associates or employees accepts no responsibility for any such delays or changes.

- Access and use of the Fortis Student Living and content: All materials, logos, pictures and content on fortisstudentliving.com and other owned websites within our group are the sole ownership of Fortis Student Living and cannot be used by other parties in any way unless by consent.
- Deposits and initial payment: Deposits and 'initial payments' are non refundable unless agreed on the reservation form or in circumstances deemed fair at Fortis Student Living discretion. It must be clearly understood that once a tenant pays a deposit and exchanges contracts with the company then such deposits and initial payments are non-refundable unless agreed or covered within the full contract. Fortis Student Living cannot be held liable for the return of any deposit or payments agreed with the agent or developer and this is to be the responsibility of the purchaser or customer to follow up direct with the developer or agent that issued their contract for the property.
- Property Ownership: The ownership of the freehold and leaseholds within each 'building' or 'property' may not be with Fortis Student Living. All contracts issued are recognised on behalf on the long lease owners and the free hold owners, which are managed by Fortis Lettings and Management Ltd and Fortis Estate Management Ltd (respectively), through Fortis Student Living.
- Contracts: All contracts, including tenancy agreements, are issued on behalf of the landlord or long leaseholder, but are entirely managed by Fortis Student Living. All tenancy agreements are contracted to the room number shown of the contract and/or the MyFortis Admin portal.
- Data Policy: When registering with Fortis Student Living for the purpose of finding an overseas property, personal details such as name, address, email and phone number will be required. This data maybe passed on/shared with our associated overseas companies and developers and this is essential in assisting a customer looking to rent a property. If a tenant does not wish to have their information passed to a third party they must request this and Fortis Student Living will comply.
- Contact information: Fortis Student Living, its agents, associates or employees do not accept liability from any tenant, regarding new change of address or contact details. If the company cannot contact the client through the present details they have on file and no evidence of informing the company of the new address is provided, then the tenant is at risk in losing the money invested in the property and the property itself.
- Agents and third party introducers: Where a client has been introduced to a property by an appointed sub-agent or introducer of Fortis Student Living, Fortis Student Living does not accept liability for statements or terms made by such third parties nor any mishandling of clients funds by such third parties.