

**NIDO™ LONDON STUDENT ACCOMMODATION**  
**TERMS AND CONDITIONS FOR BOOKINGS**  
**MADE BY TELEPHONE, FAX, EMAIL, POST OR IN PERSON AND**  
**BOOKINGS NOT FULLY COMPLETED ONLINE**

**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 for Nido-King's Cross, Nido Spitalfields or Nido Notting Hill which you make:

- on-line (in part) using this Website;
- by telephoning our reservations team; or
- by sending us a completed booking form either by fax, email, post or delivering it in person to the reception desk at the Nido-King's Cross residence, Nido Spitalfields residence or Nido Notting Hill residence.

In addition, these terms and conditions apply to individual booking requests made via this Website if you choose not to complete the Occupancy Contract online.

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 non-refundable fee we ask you to pay for processing your booking request as detailed on the Website, which may change from time to time;

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

**"Damage Deposit"** means a payment we require from you to cover damage to our property and outstanding fees or costs;

**"Initial Payment"** means the Damage Deposit and the sum equivalent to four weeks licence fee as set out in your agreed payment plan,

**"First Installment"** means the first installment of your licence payment as set out in the agreed payment plan in your Occupancy Contract;

**"Occupancy Contract"** means the legal agreement relating to your occupancy of rooms or use of bed space at either the Nido-King's Cross residence, the Nido Spitalfields residence or the Nido Notting Hill residence;

**"Payments"** means the payments outlined in the agreed payment plan set out in your Occupancy Contract;

**"Required Documentation"** means the following documentation which you must provide before we can accept you as a resident at check in: (1) copy of your 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 colour photos, which can be emailed in jpeg format to the relevant email address set out in the Details List; and (3) a copy of the letter from your school, college or university verifying that you have been accepted on a course of study;

**"Terms and Conditions"** means together these booking terms and conditions, the terms and conditions of the Occupancy Contract, our room rates schedule, cancellations policy, privacy policy and student regulations (which may change from time to time), and any other terms and conditions we bring to your attention before you contract to the Occupancy Contract;

**"you"** or **"your"** means the person submitting the booking request and entering into the Occupancy Contract;

**"We"** or **"us"** means either: (i) Nido-King's Cross Limited, trading as "Nido-King's Cross" if you are contracting for accommodation at our Nido-King's Cross residence; (ii) Nido Spitalfields Limited, trading as "Nido Spitalfields" if you are contracting for accommodation at our Nido Spitalfields residence; or (iii) Nido Notting Hill Limited, trading as " Nido Notting Hill" if you are contracting for accommodation at our Nido Notting Hill residence;

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

**"Working Days"** means any day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday in England under the Banking and Financial Dealings Act 1971.

**Your Status Requirements :** By making a booking request you confirm that you are 18 or older and have been accepted on a full time study program at a London school, college or university during the period covered by your Occupancy Contract. If you are under 18 you must involve a parent or guardian when making a booking request. For the avoidance of doubt, you must be 18 or older when you sign the Occupancy Contract which must occur before you check in.

**Terms and Conditions:** These terms and conditions set out the basis on which we accept and allocate bookings for accommodation at our Nido-King's Cross, Nido Spitalfields and Nido Notting Hill residences. They incorporate by reference our room rates schedule, cancellations policy, privacy policy and student regulations (which may change from time to time) 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 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, emailed, posted or hand delivered requests, you fax, email, post or hand deliver (as appropriate) 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**

The contract between us is formed by completing the three stage process, details of which are set out below. Stages 1 and 2 must be completed prior to check in. Failure to do so means that you may not be allowed to check in.

**STAGE 1 - SUBMISSION AND ACCEPTANCE OF BOOKING REQUEST:** You can submit a booking request by:

- telephoning our reservations team; or
- faxing, emailing, posting or hand delivering a signed booking request form to us.

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

Once we have accepted your booking request we will confirm our acceptance by sending you an email to this effect ("**Booking Acceptance Email**"). The agreement between us ("**Agreement**"), as set out in the Terms and Conditions will come into force and have legal effect on the date of the Booking Acceptance Email and will remain in force from that date until expiry or (if earlier) termination of your Occupancy Contract. When we send you the Booking Acceptance Email we will also send you a draft copy of the Occupancy Contract for you to review.

If your booking request is not accepted then please refer to our Cancellation Policy attached to these Terms and Conditions.

**STAGE 2 - PRIOR TO YOUR CHECK IN DATE:** You must

- pay your Initial Payment within 14 days of the Booking Acceptance Email. You may pay the Initial Payment by any of the following methods:
  - by bank transfer to the relevant account as set out in the Details List quoting your full name as the reference;
  - by debit/credit card payment at the reception desk of the relevant Nido residence; or
  - on-line at the World Pay website, which is accessible via our Website.

When we have received your Initial Payment and the payment has been cleared we will then send you an email to confirm receipt of your Initial Payment. Note that all payments must be received into our account by the due date and you are responsible for paying any bank fees or charges associated with such payments.

- pay your First Instalment at least 14 days prior to your Check In Date. Payment can be made via the methods set out above for payment of the Initial Payment.
- submit your Required Documentation prior to your Check In Date. You can submit your Required Documentation either by emailing them to the relevant email address as set out in the Details List

or posting them to the Reservations Team at the relevant correspondence address set out in the Details List. If you email the photographs to us then they must be capable of being sent by email.

If we do not receive the Initial Payment, First Installment and/or Required Documentation by the required date, we may at our option cancel your booking and bring this Agreement to an end. We will notify you by email 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.

### **STAGE 3 - CHECK IN**

When you check in you will be required to sign the Occupancy Contract and make any Payments due. The terms of the Occupancy Contract are then legally binding on you and us and will remain in force from that date until expiry or (if earlier) termination of your Occupancy Contract.

#### **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 requirement for communications to be in writing;
- acknowledge that if we do not receive the Initial Payment from you within 14 days of the Booking Acceptance Email, 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 we do not receive the First Instalment from you at least 14 days prior to your Check In Date then 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 we do not receive the Required Documentation prior to your Check In Date then 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 any Payment by the date agreed in your payment plan, we may exercise our rights under the Occupancy Contract.
- acknowledge that if we cancel your Occupancy Contract during your period of residence you must pay all remaining instalments as set out in the agreed payment plan in your Occupancy Contract within 14 days.

**Our Commitments to You:** By accepting your booking request, we agree to accept you as a resident subject to:

- us receiving your payment of the Initial Payment before your Check In Date;
- us receiving your payment of any other Payments due before your Check In Date;
- us receiving your Required Documentation prior to your Check In Date;
- you fulfilling the Status Requirements set out in these Terms and Conditions at your Check In Date; and
- you signing the Occupancy Contract prior to your check in.

**Availability:** All booking requests are subject to confirmation of availability and acceptance by us. If for any reason the room type you requested is no longer available we will at our discretion either:

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

**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 (which may change 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. Receipt of the Application Fee or another payment does not constitute our acceptance of your booking request. Acceptance of your booking request occurs as explained in "**The Contract Between Us**" section above. Further the Occupancy Contract is not entered into and complete until you have paid the Initial Payment, First Instalment and signed the Occupancy Contract.

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

**Cancellations:** You may cancel your booking request by notifying us in writing at any time within the period ending seven working days after the date of the Booking Acceptance Email ("**Cooling Off Period**"). If you cancel within the Cooling Off Period then we will refund the Application Fee. 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.

If we have to decline your booking request or cancel your booking and you have already paid deposits, licence fee, fees or other costs, you may be entitled to a refund in accordance with our Cancellation Policy. Please note that the Application Fee is non-refundable (unless you cancel within the Cooling Off Period) as it is required to cover our administrative costs.

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

## **Privacy and Communications**

We (and our appointed third party providers) collect certain personal information (e.g. name, address, email address) 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 unauthorised 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. 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.

## **Third Party Rights**

A party which is not a party to this contract shall have no rights to enforce any terms under the Contract (Rights of Third Parties) Act 1999.

## **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**

Please see the attached Details List for information on where to direct your enquiries.

## **Our Details**

Nido-King's Cross Limited, trading as "Nido-King's Cross". Registered in England : Company Number: 6002315, Registered office address: 40 Berkeley Square, London W1J 5AL.

Nido Spitalfields Limited, trading as "Nido Spitalfields". Registered in England : Company Number: 6059074, Registered office address: 9 Kingsway, London WC2B 6XF.

Nido Notting Hill Limited, trading as "Nido Notting Hill". Registered in England : Company Number: 7113525, Registered office address: 9 Kingsway, London WC2B 6XF.

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## Cancellations Policy

### ***Cancellations by you***

<b>Circumstances of cancellation</b>	<b>Refund due to you</b>
Cancellation notice of booking request sent to us within the "Cooling Off Period" (i.e. seven (7) Working Days following the Booking Acceptance Email)	Application Fee
Cancellation notice of booking sent to us 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 licence fee
Cancellation notice sent to us after signature of Occupancy Contract and check in	Damage Deposit (less the cost of any damage to your room and/or outstanding fees or costs)

### ***Cancellations by Us***

<b>Circumstances of cancellation</b>	<b>Refund due to you</b>
Any cancellation prior to payment of Initial Payment and/or First Installment.	None. The Application Fee is retained by us to cover our administrative costs and will not be refunded.
Required Documentation not provided prior to Check In Date	Damage Deposit and, if paid, the First Installment.  For the avoidance of doubt, the Application Fee and a sum equivalent to four weeks licence fee will be retained by us.
Student visa cancelled (we require proof of cancellation) prior to Check In Date	Damage Deposit and, if paid, the First Installment.  For the avoidance of doubt, the Application Fee and a sum equivalent to four weeks licence fee will be retained by us.
Student dismissed during period of residence	Damage Deposit (less the cost of any damage to your room and/or outstanding fees or costs).  For the avoidance of doubt, the Application Fee, a sum equivalent to four weeks licence fee and all monies paid as part of your agreed payment plan as set out in your Occupancy Contract will be retained by us.

## DETAILS LIST

### Details for Nido King's Cross

Tel: +44 (0)20 3102 1060  
Fax: +44 (0)20 7395 7251  
Email: [nidokingscross@nidostudentliving.com](mailto:nidokingscross@nidostudentliving.com)  
Correspondence Address: 200 Pentonville Road, London, N1 9JP  
Bank Details: **Account Name:** Nido Kings Cross Limited Rent Account  
**Bank's Name:** Royal Bank of Scotland (RBS)  
**Bank's Address:** London Corporate Service Centre, PO Box 39953, 2 ½ Devonshire Square, London EC2M 4XJ  
**Account Number:** 31267074  
**Sort Code:** 16-04-00  
**IBAN:** GB38RBOS16040031267074  
**IBAN BIC:** RBOSGB2L

### Details for Nido Spitalfields

Tel: +44 (0)20 3102 1060  
Fax: +44 (0)20 7395 7251  
Email: [nidospitalfields@nidostudentliving.com](mailto:nidospitalfields@nidostudentliving.com)  
Correspondence Address: 9 Frying Pan Alley, London E1 7HS  
Bank Details: **Account Name:** Nido Spitalfields Limited Rent Account  
**Bank's Name:** Royal Bank of Scotland (RBS)  
**Bank's Address:** London Corporate Service Centre, PO Box 39953, 2 ½ Devonshire Square, London EC2M 4XJ  
**Account Number:** 31303607  
**Sort Code:** 160400  
**IBAN:** GB40RBOS16040031303607  
**IBAN BIC:** RBOSGB2L

**Details for Nido Notting Hill**

Tel: +44 (0)20 3102 1060

Fax: +44 (0)20 7395 7251

Email: [nidonottinghill@nidostudentliving.com](mailto:nidonottinghill@nidostudentliving.com)

Correspondence Address: 222 Kensal Road, London W10 5BN

Bank Details:                   **Account Name:**           Nido Notting Hill Limited Rent Collection Account

**Bank's Name:**             Barclays

**Bank's Address:**       Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA

**Account Number:**     13993752

**Sort Code:**             20-65-82

**IBAN:**                    GB16 BARC 206582 13993752

**IBAN BIC:**               BARCGB22