Fortis Student Living / Fortis Lettings and Management
Terms and Conditions of Business

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1. Application Process

1.1 Deposit
On making a booking with Fortis, each applicant will be asked to pay a non-refundable deposit; either a deposit or a rental advance, depending on the contracted terms. This payment is to secure the booking of a property, with a property number being allocated on receipt of payment. A property number must be generated for a booking to be valid.

A deposit will be returned at the end of the tenancy providing there are no outstanding arrears or damages to the room or communal areas.

Once a tenancy is created, each tenant must log onto their MyFortis account and check that the personal details provided are correct. Each applicant must read through the tenancy agreement thoroughly, as this could slow down any 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, each applicant is entering a legally binding contract in accordance with the Electronic Communications Act 2000 (Section 7).

1.3 Required Documentation
To complete an accommodation application, the following documentation is required within 14 days of paying your deposit:

Full Payment Plan:
- Signed tenancy agreement.
- Proof of address.
- Photo ID.

Instalment Payment Plan:
- Signed tenancy agreement.
- Proof of address.
- Photo ID.
- Guarantor contact information.
- Guarantor proof of address.
- Guarantor photo ID.
- Guarantor proof of financial stability, which equates to three times the rent per annum.

Fortis may cancel a booking, giving written notice to by email or letter, if the company has not received the relevant documentation within the required time frame. Fortis also reserves the right to cancel a booking at any time should any required information be insufficient, factually incorrect or misleading.

1.4 MyFortis 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 - 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.

2. Rental Payments

2.1 Rental Instalment Criteria
Each Tenant will be asked to pay a full year’s rent upfront unless the tenant can provide a UK-based guarantor. If the tenant has a UK-based guarantor, they are eligible to pay their rent in three instalments or, at the company’s discretion, in monthly instalments. The UK-based guarantor must be aware and agree to the full liability of the contract, in the event the tenant fails to pay.

2.2 Rental Payment Dates
The first instalment (including full or remaining balance payments) needs to be paid prior the tenancy start date. The second rental instalment is due in January and the third in April.

2.3 Payment Methods
Deposit payments must be made online or via telephone (card machine) to ensure rooms can be reserved for any applicants.

UK bank account holders will have the option of paying online, via phone (card machine) or through bank transfer. International bank account holders accept they must pay via bank transfer to make rental payments.

Tenants should be aware their bank may charge additional fees for bank transfers or payments, which should be checked before issuing payment.

Fortis can only accept and account for any payments which are received, any deducted charges – bank or otherwise – are the liability of the tenant.

Fortis does not accept part-payments of any balances – this may be considered a breach of tenancy. Any pre-agreed part-payments will be reflected on the tenants MyFortis account as individual instalments, the tenant should not proceed with part-payments if this is not the case. If any balances are part-paid, the payment date for the remainder of the balance will be that of the original due date.

All payments may take up to 3 working days to show on the MyFortis account, during which period the full amount will show as ‘pending’ until confirmed.

3. Cancellations

3.1 Cooling Off Period
Tenants who wish to cancel their booking with Fortis, providing they have not moved into the accommodation already, have 14 calendar days after paying the deposit to cancel and receive a full refund.

Tenants may cancel their booking by sending an email to the relevant accommodation office email address: tenants@fortislm.com.

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

If a tenant cancels their booking after the 14-day cancellation period, their reservation fee will not be returned, and the tenant and guarantor may be required to meet the obligations set out within the tenancy agreement.

3.2 Cancellations Post Move-In
If a tenant decides to leave during their contract, the Landlord may agree to release the tenant from their contact providing the conditions set out below are met:

- The tenant will not sublet the tenancy created by the tenancy agreement to anyone else without obtaining written consent from Fortis.
- The tenant will find a suitable replacement tenant to take a new tenancy agreement for the room for the remaining period of the contract.
- The replacement tenant must be enrolled in full-time education in proximity to the accommodation.
- The replacement tenant must enter a tenancy agreement with Fortis and pay sums due within the 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 the tenants cannot find a replacement tenant to take over their tenancy, they will be responsible for paying the full rent until the end of the contracted time at the accommodation.

If the tenant fails to check-in to the accommodation on the start date and have not signed a tenancy agreement, Fortis may cancel the booking at any time by giving notice by email. The deposit will not be refunded if the tenant is outside of the 14-day cooling off period.

3.2 Unreceived University Offer
Tenants may be eligible to be released from their agreement, if they are a first-year prospective undergraduate student and their offer of a place at their preferred university / higher education institution is withdrawn as a result of them not achieving the required entry grades.

Tenants may also qualify if they have surpassed the 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, the tenant will need to provide either:

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

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

3.3 Visa Declined

Tenants who require a visa to live or study in the UK, may be relinquished from their contract if their visa application is refused or rejected.

To meet the criteria, the tenants will need to provide:

- A written rejection/refusal letter.

3.4 Health & Wellbeing

Fortis, 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. Advertising & Promotions

4.1 Property Sizes & Layout

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

Fortis can provide room size and layout information per property if requested in person, via email, or telephone.

Studio 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 the property is viewed to obtain an accurate representation of the studio apartment/room number.

Fortis 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 Fortis 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 advertise through many platforms and third-party agents.

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

Tenants that have been referred from a third-party agent are advised to place all queries with Fortis directly.

Fortis are not 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 and cannot be extended if the promotion is missed.

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

Such promotions are only applicable during the time of the promotion and are usually for one sale per person. Promotions do not hold any lasting validity, specifically for re-bookings.

5. General Terms

5.1 Information
Although every effort is made by Fortis, its agents, associates or employees to verify information given in their website, 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, its agents, associates or employees.

5.2 Details
Fortis, its agents, associates or employees make every effort to keep up to date the information stated in its website, 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 website or brochure will remain accurate.

5.3 Availability
Fortis, 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.

5.4 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.

5.5 Currency Exchange Rates
Currency fluctuations can affect the price payed in sterling for a property. We advise tenants keep this in mind and seek professional help when transferring money overseas.

5.6 Business Liability
Fortis, its agents, associates or employees operate as an introducing agent to assist interested persons in finding and purchasing properties and businesses. Fortis are 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.

5.7 Measurements, Tenure & Usage
Land, property and room sizes given by Fortis, its agents, associates or employee’s website, 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.

5.8 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, 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.

5.9 Associated Companies’ Actions
Fortis, 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.

5.10 Finance & Investment Advice
Any investment or financial advice given by Fortis, 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.

5.11 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.
5.12 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.

5.13 Insurances
When travelling overseas it is advisable to arrange suitable comprehensive insurance cover. Fortis, its agents, associates or employees accept no liability whatsoever for losses, damages, compensation or personal injury resulting from a viewing trip.

5.14 Access and Use of The Fortis Website and Content
All materials, logos, pictures and content on fortissstudentliving.com and other owned websites within our group are the sole ownership of Fortis and cannot be used by other parties in any way unless by consent.

5.15 Deposits and Deposit
Deposits are non-refundable unless agreed on the reservation form or in circumstances deemed fair at Fortis’s discretion. It must be clearly understood that once a tenant pays a deposit and exchanges contracts with the company then such deposits are non-refundable unless agreed or covered within the full contract. Fortis 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.

5.16 Property Ownership
The ownership of the freehold and leaseholds within each ‘building’ or ‘property’ may not be with Fortis. All contracts issued are recognised on behalf on the long lease owners and the freehold owners, which are managed by Fortis Lettings and Management Ltd and Fortis Estate Management Ltd (respectively), through Fortis Student Living.

5.17 Contracts
All contracts, including tenancy agreements, are issued on behalf of the landlord or long leaseholder, but are entirely managed by Fortis. All tenancy agreements are contracted to the room number shown of the contract and/or the MyFortis Admin portal.

5.18 Data Policy
When registering with Fortis, personal details such as name, address, email and phone number will be required. This data will not be passed/shared with third parties unless legitimate interest or welfare concerns of the tenant or landlord are present.

5.19 Contact Information
Fortis, 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 tenant 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 their deposit and rent paid for property.

5.20 Agents and Third-Party Introducers
Where a tenant has been introduced to a property by an appointed sub-agent or introducer of Fortis, Fortis do not accept liability for statements or terms made by such third parties nor any mishandling of tenant funds by such third parties.