



TERMS OF THE WEBSITE

1 Introduction

- 1.1 These Terms apply to each landlord wishing to use the Website (“Landlord”).
- 1.2 Each Landlord must comply with these Terms to access and use the Website.
- 1.3 These Terms represents the entire agreement between Landlord and the Website Owner.
- 1.4 A Landlord may: -
 - 1.4.1 add properties to the Website;
 - 1.4.2 edit property information;
 - 1.4.3 upload current images of their properties;
- 1.5 A Landlord must:-
 - 1.5.1 be the owner of the property advertised;
 - 1.5.2 ensure that all advertisements placed on the website are accurate, true and photographs of the properties must be recent. If changes are made to the advertisement after the initial placement, the terms and conditions of this website still apply.
 - 1.5.3 ensure that any additional charges such as, but not limited to, administration fees must be included in the overall weekly/monthly rent advertised.
 - 1.5.3 accept these Terms by clicking the accept button at the end of this document.
- 1.6 A Landlord's activities may be monitored and any infringements of these terms and conditions may result in the removal of advertisements from the website.

2 Legal Requirements

- 2.1 All material upload onto the Website must comply with the following:
 - 2.1.1 All property description or other information and activities must be accurate;
 - 2.1.2 Data protection, distance selling legislation or any other trading standards and/or laws and regulations from time to time as created must be observed;
 - 2.1.3 Each Landlord is liable for any breach of the above.
 - 2.1.4 The property advertised is suitable for reasonable student accommodation
 - 2.1.5 The publication of any material will not breach the rights of any third party, including copyright, trademark, privacy or other rights.



3 Limit of Use

- 3.1 Landlords only may advertise property details on this Website.
- 3.2 A property owner's agent, estate agent, letting or managing agent are not permitted to use this website.

4 Agreement between Website Owner and Landlords

- 4.1 The Website owners offer to advertise details of the Landlord's properties on the Website only. A contract shall arise only between a Landlord and the Website owner when the Landlord has successfully completed the Online Payment via RBS as referred to on the website.
- 4.2 A Landlord's credit or debit card information is not seen or retained by the Website.

5 Refunds

- 5.1 Refunds will not be made for the removal of advertisements following a breach of the terms of this website.
- 5.2 Should the website owner remove an advertisement for any other reason then a refund on a pro-rata basis will be made.
- 5.3 If the website should experience a lengthy downtime then a partial refund may be made at the discretion of the website owner but without further liability to the Landlord in respect of any losses howsoever such losses might arise.

6 Absolute Restriction of Assignment by Landlord

- 6.1 A Landlord is not permitted to assign his/her/its rights or obligations under its contract with the Website Owner.

7 Indemnity and Waiver

- 7.1 A Landlord agrees to indemnify the Website Owner, its successors, assigns, directors, officers, employees and agents from and against all liability, damages, losses, claims (including legal fees on the indemnity basis) resulting in any breach of the terms of the Website or from its use of and from any material uploaded on the



Website.

- 7.2 Each Landlord waives any right to bring any claim or action against the Website Owner for any loss, damage or injury arising from use of the Website or any material from the Website or compliance with these terms, each Landlord agreeing that it is reasonable to provide such waiver.

8 Exclusion of Warranties and Liability

- 8.1 The Website Owner does not warrant the content or accuracy of any Material or other information on the Website or the credentials of any students.
- 8.2 The Website Owner will not be liable for any injury, loss, claim, damages of any kind arising out of or in connection with a Landlord's use of the website.
- 8.4 The Website Owner is not responsible for any links from this website or the content of outside sources.

9 Termination

- 9.1 Each Landlord agrees to remain bound by these Terms (as amended from time to time) whilst they advertise their properties on the Website unless the Website Owner terminates the agreement.
- 9.2 Without prejudice to any other right or remedy available to it, the Website Owner reserves the right to terminate the contract and remove details of a Landlord's property/ies from the Website at any time for breach of any of a term or for any other reason at the absolute discretion of the Website Owner.

10 Applicable Law

- 10.1 Any dispute arising in relation to the Website shall be governed by and construed in accordance with the applicable laws of England and Wales and that the Courts of England and Wales shall have exclusive jurisdiction in respect of the same.