UPP (Broadgate Park) LTD
Standard Terms and Conditions of Early arrivals

1.Contract for Accommodation

1.1 By accepting an offer of accommodation or taking possession of keys, you are accepting these terms and conditions. We strongly recommend that you read the terms and conditions before accepting your summer booking, as they will form part of your contract with UPP (Broadgate Park) Limited.
1.2 A contract is formed between you and UPP (Broadgate Park) Limited when you confirm your booking by accepting these terms and conditions and make the relevant payment. (See section 3 'Rates and Payments' for more details.)
1.3 The room rate includes the cost of utilities and internet access, maintenance, and 24-hour reception.
1.4 Once your booking has been confirmed, UPP (Broadgate Park) Limited agrees to provide you with accommodation in the halls of residences of the type, and for the period, stated in your offer, provided that you comply with your obligations in these terms and conditions.
1.5 If for any reason, we are not able to provide you with the room type you booked, We will offer you the closest available alternative within the halls of residence. If the substituted accommodation is substantially the same as the one you booked, you agree to accept it.

2. Your Booking

2.1 You cannot transfer or resell your booking (in whole or in part). If you transfer or resell (or attempt to transfer or resell) your booking, then UPP (Broadgate Park) LTD will be entitled to terminate your booking and keep the money you have paid us.
2.2 You must not use the accommodation or facilities to conduct any commercial activity, business activity, activity that seeks to make a profit or that is criminal. UPP (Broadgate Park) LTD shall be entitled to terminate your booking and keep any money you have paid us if you do not comply in all respects with this condition.
2.3 You can only stay at the accommodation if You are 18 years old or over, unless by prior arrangement has been made with the UPP (Broadgate Park) LTD.

3. Rates and Payment

3.1 The rate for each room, as published on our website at the time of your booking, shall apply to your booking.
3.2 All payments for stays during our summer period are due in full at the time of booking.

4. Cancellation

4.1 You must notify us in writing to contact accommodationnottingham@upp-ltd.com if you want to cancel.
4.2 As your contract is for a short-term stay in our accommodation, there is no cooling-off period. The contract is binding after you have made your booking and your payment.
4.3 Cancellation terms: where full payment has been made at the time of booking, fees are calculated on a night-by-night basis ("Notice period" relates to the number of days before the night in question; the same terms apply to any booking extensions)

Notice period: Your refund
More than 7 working days 100%
Less than 7 working days No refund

4.4 We will only make refunds via square payment, unless you paid via bank transfer, in which case a nominated bank account will be required. We will process refunds within 28 working days.
4.5 The full charge is payable even if you leave the room before the last date of your contract, because the room has been booked out to you for that period.

5. Check-in

5.1 You will be advised about check-in times and arrangements on confirmation of your booking via email, after payment has been made.

6. Conditions of Stay

6.1 Please ensure communal areas are kept clean and tidy i.e shared kitchens/bathrooms as you may be the first to arrive in your flat.
6.2 Maximum occupancy for rooms is 1 adult only.
6.3 We have several wheelchair-accessible and limited-mobility rooms, but not all our rooms have been adapted in this way and booking of such rooms is subject to their availability. You must specify any access requirements when you book or contact accommodationnottingham@upp-ltd.com for support if required.
6.4 Whilst in halls, you must behave reasonably and treat other people with respect and consideration. You must not cause a hazard, nuisance or disturbance to others or create noise at a level which interferes with the comfort, study or sleep of another resident or occupiers of a neighbouring property. You must comply with all reasonable requirements of our staff.
6.4 You agree to keep the accommodation, and the accommodation contents clean and tidy, and not damage them. You agree to pay for any damage that you cause in your room or associated parts during your stay. Charges for damage are payable within 14 days of invoice. If You do cause damage, or if repair is needed for any other reason, you must report it promptly to Broadgate Park Reception on 0115 951 8670 (Option 1). Non- accidental damage and wilful interference are serious breaches of your contract, for which We will be entitled to end the contract without liability to You.
6.5 You agree to notify Broadgate Park Reception staff at once if you lose the keys to your accommodation. You must not cut a duplicate key. You will be charged for the cost of replacing lost or damaged keys.
6.6 You agree, not to do anything or omit to do anything that is likely to be a security or Health and Safety risk (such as, but not limited to, leaving doors or windows unlocked when away from the residence).
6.7 You agree not to bring any illegal items, highly flammable items, dangerous items, or additional furniture or non-PAT tested electrical items into the Halls of Residence.
6.8 You agree not to bring into the accommodation any animal (this includes, without limiting, mammals, fish, birds, insects and reptiles) unless it is a trained aid for a person with a disability, which UPP (Broadgate Park) LTD has agreed you may keep with you. You will be responsible for any damage or nuisance which your animal causes.
6.9 You must not smoke in any of our accommodation or interfere with Our fire detection system.
6.10 We shall be entitled to end the contract for breach of any of conditions 1 to 9 in this clause and claim from You Our net loss of profit and any costs We incur in reinstating the

room and/or its contents (including, without limiting costs for cleaning, repair or replacement if reasonably necessary) and our legal and administration expenses. In many cases We will first notify you of the problem and give you a reasonable opportunity to put things right, but for serious breaches and persistent breaches, we may ask you to leave immediately.

7. Changing your Booking

7.1 Booking Extensions: Extensions to your booking can be made if the room is available for the extended period you require. Alternatively, we may be able to offer you a different room for this period if your current room is unavailable. Please contact accommodationnottingham@upp-ltd.com if you wish to make an extension enquiry. Extensions must be made at least 3 days prior to your existing contract end date and full payment must be received before an extension will be granted. Please note: Failure to check-out of your room without an appropriate extension is a breach of this contract and will be subject to an administration charge.

8. Check-Out

8.1 You must return all keys to the hall reception on check out.
8.2 You must check out by 10.00 am on the agreed date of departure. If You fail to check out by the stipulated time, UPP (Broadgate Park) LTD will:
8.2.1 charge an additional fee for administration of £50 per night of overstay.
8.2.2 be entitled to charge the net cost of housing anyone who is prevented from moving in by your overstay from checking out of the accommodation.
8.3 Upon check-out You must clear all your personal belongings and rubbish from the room and any associated parts.

9. General

9.1 Statutory Rights: We have tried to ensure that any rights that You as a consumer have that are implied by law into a contract of this type (statutory rights) are not excluded or limited in anyway. If any of these terms conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms.
9.2 Events Beyond our Reasonable Control: We shall not be in breach of these terms and conditions, nor liable for any failure to perform any of our obligations in relation to Your booking (such as the provision of room(s) and/or other products and/or services and/or extras) if that is due to any adverse event, act, omission or accident which happens which is beyond Our reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.
9.3 Our Liability: Our total liability for any loss shall not exceed twice the total sum We charge You for the booking. We shall not be liable for any losses that were not caused by any breach of contract or statutory duty or negligence on the part of UPP (Broadgate Park) LTD and We shall not be liable for any losses that were not reasonably foreseeable to both parties when the contract was formed. Nothing in these terms shall exclude or limit Our liability for fraud or death or personal injury caused by Our negligence or any other matter which it would be illegal for us to (or attempt to) exclude or limit.
9.4 Third Party Rights: A party which is not a party to Our Contract shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.
9.5 Law: These terms are governed by the laws of England and Wales.

9.6 Changes to Terms: We reserve the right to change these terms from time to time. The terms applicable to your booking are those in force on the date of booking (or the date you amended your booking, as applicable).
9.7 Limit of this agreement: By booking to stay in Our accommodation under this arrangement, you represent to UPP (Broadgate Park) LTD that You require short-term accommodation only, and that your main residence is elsewhere. This agreement is only suitable for You if You will not be, and do not intend to become, a residential occupier. We hereby give You warning that as You will not be a residential occupier, you have no statutory protection against eviction. This means that, without having to go to court for a possession order We may require you to leave our accommodation if You are in serious or persistent breach of Your obligations in these terms and conditions, or if You stay in the accommodation longer than the period You have booked.

For more information on your statutory rights see Consumer advice - GOV.UK (www.gov.uk) or call 0808 223 1133.

10. Questions / Complaints

If you have any question or complaint in relation to your booking, or these terms please email us at contact accommodationnottingham@upp-ltd.com as soon as possible and we will aim to respond to your complaint within 5 working days.

Privacy Notice

UPP Broadgate Park Limited will process your personal information for the purpose of providing you with your student accommodation. Your personal information may also be shared with the University of Nottingham accommodation office to administer the provision of your accommodation where necessary. For further information about how UPP Broadgate Park Limited including its group companies process personal information please see our privacy notice at uppbroadgatepark.com.

Definitions

In these Summer booking terms and conditions, the words in the column on the left have the meanings given in the column on the right. You will know when a word with a special meaning has been used, because it will have an initial capital letter, even if it appears in the middle of a sentence.

You	The guest named on the booking, and you has the corresponding meaning.
We	UPP (Broadgate Park) Limited (Company Number 04647260) 0BT, and Us whose registered office is at 1st Floor, 12 Arthur Street, London, EC4R 9AB and our have corresponding meanings. We may delegate our obligations in this agreement to someone else, for example We may ask a plumbing contractor to fix a leak rather than doing it Ourselves. Where appropriate, 'We', 'Us' and 'Our' include people authorised by us.