

This Contract between \_\_\_\_\_ ('Licensor') and the Student ('Licensee') whose particulars are set out above the Student is made up of the following:

- This Licence Agreement between the Student and \_\_\_\_\_
- Any written offer sent to the Student by \_\_\_\_\_ setting out the specific details of the accommodation to the student.
- Any licence agreement which the Residence requires students to enter into. (the Residence Contract).

This licence agreement is dated [27/05/2022]. The parties to this agreement are the Licensor and the Licensee.

## Agreed terms

### 1. 1. Interpretation

The following definitions and rules of interpretation apply in this licence.

#### 0. 1.1 Definitions:

**Bedding and Service Fee:** a fee for bedding pack and customer services during stay.

**Building:** as defined on page 1 as Property.

**Common Parts:** the shared kitchen, living room, bathroom (if so indicated in the property description on page 1); and also such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Deposit Payment:** payment to reserve and protect the Property, which will be refunded at the end of the Licence Period unless otherwise stated in this agreement.

**End Date:** as defined on page 1.

**Financier:** a person who makes the payments on behalf of Licensee or who fund the Licensee's accommodation and/or educational expenses.

**Landlord:** means the counterparty to the agreement of Residence Contract.

**Licence Period:** the period from and including the Start Date until the End Date on which this licence is determined in accordance with clause 6.

**Licence Fee:** as defined on page 1.

**Licence Fee Payment Dates:** as defined on page 1.

**Licensee:** The Student, as defined on page 1.

**Licensor:**

**Necessary Consents:** means all the planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use:** means the Property may only be used for residential purposes and not any profession, trade, business or other use other than private residential.

**Property:** as defined on page 1.

**Residence:** means the counterparty to the Residence Contract.

**Room:** any premises or units of \_\_\_\_\_ to occupy by Students.

**Room Change Fee:** a fee for a Student to upgrade their booking or change their room

**Service Fee:** as defined at the beginning.

**Start Date:** as defined on at the beginning.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1. **1.2** Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
2. **1.3A** **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
3. **1.4** The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
4. **1.5** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
5. **1.6** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
6. **1.7A** A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
7. **1.8** Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
8. **1.9A** A reference to **writing** or **written** includes fax and e-mail.
9. **1.10** Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
10. **1.11** References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
11. **1.12** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
12. **1.13A** **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

## 2. 2.Licence to occupy

0. **2.1** Subject to clause 3 and clause 6, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the right[s] mentioned in this Agreement. A licence to occupy will only be granted to the Licensee as a tenancy upon receipt of the first instalment of Licence Fee as agreed upon on page 1.
1. **2.2** The Licensee acknowledges that:
  0. **(a)** The Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
  1. **(b)** The sole purpose of this Licence is to provide residential accommodation to the Licensee whilst they undertake a full or part time course of study at an academic institution recognised by the Licensor. If, however student status changes after the check-in date, all Licence Fee and other services amount shall become payable regardless of whether student stops studying.
  2. **(c)** The Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
  3. **(d)** The licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
  4. **(e)** Without prejudice to its rights under clause 6, the Licensor shall be entitled to inspect the Room at any time on giving not less than 48 hours notice to the Licensee.
  5. **(f)** Without prejudice to its rights under clause 6, the Licensor shall be entitled to notify the Home Office, or UK Government of the termination of this agreement howsoever caused.
2. **2.3** The Licensor reserves for themselves and all parties authorised by them the following rights over the Property:
  0. **(a)** the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
  1. **(b)** the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
  2. **(c)** without prejudice to its rights under clause 6, the Licensor shall be entitled to inspect the Room at any time on giving not less than 48 hours notice to the Licensee.
  3. **(d)** Without prejudice to its rights under clause 6, the Licensor shall be entitled to notify the Home Office, or UK Government of the termination of this agreement howsoever caused.
  4. **(e)** the right to alter or restrict the use of the Common Parts of the Building from time to time;
3. **2.4** The Licensor agrees that by adhering to the terms in this Agreement, and performing all obligations under clause 3, the Licensee will be able to

possess and enjoy the Property during the Licence Period without interruption and the Licensor will:

0. **(a)** Maintain the installations in the Building and the Property for the supply of water, gas and electricity as necessary for the occupation of the Property;
  1. **(b)** Maintain the structure of the Building including window frames and window glass; and
  2. **(c)** Clean and maintain and provide heating and lighting to the Common Parts of the Building.
4. **2.5** The Licensor reserves the right to move the Licensor to a different Property during the Licence Period for the purpose of carrying out emergency repairs to the Property, provided that:
0. **(a)** Reasonable notice of 24 hours has been given;
  1. **(b)** The alternate Property is of no lesser standard than the original Property.

### 3. **3.Licensee's obligations**

0. **3.1** The Licensee agrees and undertakes:
0. **(a)** to pay to the Licensor the Licence Fee payable without any deduction in advance on the Licence Fee Payment Dates;
  1. **(b)** to make the Deposit payment within 2 days of entering into this Licence.
  2. **(c)** to pay the Bedding and Service Fee and the other Service Fees (if applicable) with the initial payment.
  3. **(d)** to provide the Licensor with reasonable evidence of identity and evidence that they are undertaking a full or part time course of study at an academic institution recognised by the Licensor, including a certified copy of the Licensee's passport and a certified copy of a letter from the academic institution confirming the course of study that the Licensee is undertaking; and to update this information promptly if requested to do so by the Licensor;
  4. **(e)** to promptly notify the Licensor if at any point the Licensee ceases undertaking a full or part time course of study at an academic institution recognised by the Licensor during the Licence Period;
  5. **(f)** to provide the Licensor with any further information reasonably requested by the Licensor, including a certified copy of a bank statement or utility bill confirming the Licensee's home address, and contact details for the Licensee's next of kin and financier, and to update this information promptly if requested to do so by the Licensor;
  6. **(g)** to keep the Property clean, tidy and clear of rubbish
  7. **(h)** to immediately notify the Licensor of any issues, defects or problems with the Property;
  8. **(i)** not to use the Property other than for the Permitted Use;
  9. **(j)** not to make any alteration or addition whatsoever to the Property;
  10. **(k)** not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building without the prior written consent of the Licensor;
  11. **(l)** not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance

- (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property;
12. **(m)** not to cause or permit to be caused any damage to:
    0. **(i)** the Property, Building or any neighbouring property; or
    1. **(ii)** any property of the owners or occupiers of the Property, Building or any neighbouring property;
  13. **(n)** not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
  14. **(o)** not to apply for any planning permission in respect of the Property;
  15. **(p)** not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance affected by the Licensor or the Landlord in respect of the Property from time to time;
  16. **(q)** to observe any rules and regulations the Licensor and the Landlord makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
  17. **(r)** to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;
  18. **(s)** to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
    0. **(i)** this licence;
    1. **(ii)** any breach of the Licensee's undertakings contained in clause 3; and/or
    2. **(iii)** the exercise of any rights given in clause 2;
  19. **(t)** to comply in full with the Residence Contract;
  20. **(u)** not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the covenants and the conditions contained in the Licensor's Licence with the Residence or (if applicable) with the Licensor's lease of the Property and/or Building;
  21. **(v)** to remove all belongings before End Date, otherwise, they will be destroyed by the Licensor.
  22. **(w)** to pay to the Licensor interest on the Licence Fee or other payments at the rate of 4 per cent per annum above the base rate of Barclays from time to time calculated on a daily basis from the due date until payment if the Licensee fails to pay the Licence Fee or any other payments due under this licence within 3 days of the due date (whether formally demanded or not);
  23. **(x)** if Licensee fails to make any payments on time, within 5 days after it is due, any sum of Invoices shall be due and payable without requiring any notice.
  24. **(y)** to allow the Licensor to deduct the deposit payment if there is any damage to the Room or outstanding amount is payable at the end of the Licence Period.

25. (z) it is in their best interest to effect a suitable insurance policy in respect of their personal items kept in the Property or Residence, acknowledging they are fully responsible for protecting and safeguarding their personal property against all risks of loss or damage

1. **3.2** The Licensee agrees that in respect of the Property and the Building, may not:
  0. (a) Cause any noise, which if made within the Property can be heard outside the property or if made within the Common Parts of the Building can be heard outside the Common Parts of the Building;
  1. (b) Keep or use drugs, the possession of which is prohibited by the Misuse of Drugs Act 1971;
  2. (c) Smoke in the Property, Common Parts or Building other than in a designated outdoor smoking area;
  3. (d) Keep or use any firearms, knives (other than kitchen knives) or any weapons of any
  4. (e) Harass, threaten or assault any other tenants of the Residence;
  5. (f) Tamper with the fire prevention systems within the Property or Common Parts of the Building;
  6. (g) Keep, store or use any gas or oil heater in the Property; and
  7. (h) Keep any pets or animals in the Property or the Common Parts of the Building unless permitted by the Licensor or landlord.
2. **3.3** reserves the right to cease access to the rooms and dispose student belongings without further notification if the student fails to pay the outstanding amount within 7 days of receiving last reminder letter

#### 4. **4. Room Change**

0. **4.1** The Licensee may request at any time during the term of this Licence a transfer to reasonably comparable alternative space elsewhere within London, The Licensor may in its absolute discretion accept or reject such a request agreeing to pay a Room Change Fee of £100 exclusive of VAT along with any increase of price between the old and new Room depending on the rate of the new Room.
  0. **(a)** To pay to the Licensor the full amount of any difference in the Licence Fee payable without any deduction within 7 days of requesting the change Property.
  1. **(b)** To enter into a Residence Contract with the successor Residence
  2. **(c)** To pay an additional Bedding and Service Fee without any deduction within 7 days of requesting the change Property.
  3. **(d)** To reaffirm the Licensee's undertakings as set out in clause 3 herein prior to the move.
1. **4.2** In case of necessity, without prejudice to its rights under clause 6, the Licensor shall be entitled at any time on giving not less than 24 hours notice to require the Licensee to transfer to reasonably comparable alternative space elsewhere within London and the Licensee shall comply with such requirement.

#### 5. **5. Cancellation**

0. **5.1** The Licensee may, by notice in writing to the Licensor cancel this agreement up to four weeks before the Start Date. In such case the Licence shall be liable to made the Bedding and Service Fee and the Deposit Payment which shall become non-refundable, and
1. **5.2** The Licensee may, by notice in writing to the Licensor cancel this agreement in the 4 week period immediately before the Start Date. In such case the Licensee shall remain liable to pay;

0. (a) The Bedding and Service Fee and the Deposit Payment which shall become non-refundable,
1. (b) The amount for the 4-week period in such Licence Fee.
2. **5.3** Prior to the Start Date the Licensee may, on receipt of notice from the British Embassy that the Licensee's application for a visa to enable entry to the UK has been refused, cancel this agreement by notice in writing to the Licensor, provided that the Licensee also provides the Licensor with a copy of the letter from the British Embassy within 15 days of the date of issue. In such case the Licensor shall remain liable for payment of the Bedding and Service Fee.
3. **5.4** The Licensor may cancel this agreement on notice in writing to the Licensee prior to the Start Date. In such case all fees previously paid under this agreement shall be repaid to the Licensee.
4. **5.5** Licensee may cancel this agreement after the Start Date, Licensee shall be liable to pay;
  0. (a) Licence Fee,
  1. (b) Bedding and Service Fee,
  2. (d) Other Services

## 6. 6.Termination

0. **6.1** This licence shall end on the earliest of:
  0. (a) Notice in writing being given in accordance with clause 5
  1. (b) The End Date; or
  2. (c) The Licensee failing to make those payments set out in clause 3.1 (a) on their due dates for payment or within seven (7) calendar days of their due dates for payment; or
  3. (d) The Licensee failing to make those payments set out in clause 3.1 (b), or 3.1 (c) on their due dates for payment; or
  4. (e) the expiry of not less than 48 hours notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 3 other than those set out in clause 3.1 (a), or (b), or (c), or
  5. (f) the expiry of not less than 48 hours notice given by the Licensor to the Licensee at any time on:
    0. (i) the Licensee providing notice to the Licensor pursuant to clause 3.1 (e), or
    1. (ii) on the Licensee ceasing to undertake a full or part time course of study at an academic institution recognised by the Licensor during the Licence Period; or
  6. (g) the expiry of not less than 48 hours notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations set out in the Residence Contract.
1. **6.2** Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.
2. **6.3** In the event that this licence terminates pursuant to clause 6.1(c), (e), (f), or (g) above the full balance of the Licence Fee shall be due and payable immediately by the Licensee
3. **6.4** Unless otherwise stated in this agreement, in the case of termination, Licensee shall be liable to pay;
  0. (a) Licence Fee,
  1. (b) Bedding and Service Fee,
  2. (c) Other Services.

## 7. 7.Council Tax

0. **7.1** Students attending a full-time course that lasts at least one academic year, requires at least 24 weeks' attendance each year, and involved a minimum of 21 hours' study per week are exempt from paying council tax. The Licensee agrees with the Licensor as follows:
  0. **(a)** The Licensor may request further information from the Licensee at any time regarding their university course details and student status to inform the council or any other official institution for tax purposes;
  1. **(b)** In such case, the Licensee must provide such information promptly, or at latest within 3 business days;
  2. **(c)** The Licensor is not liable to pay council tax or any other applicable tax due to failure of such documents submitted by the Licensee in time; and
  3. **(d)** In such cases where the Licensor needs to pay these amounts due to failure of the Licensee to submit documentation, the full amount must be reimbursed to the Licensor within 3 business days of the date on the invoice submitted.

## 8. **8. Notices**

0. **8.1** Any notice given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:
  0. **(a)** to the Licensor at:
    - and marked for the attention of 'Management' and
  1. **(b)** to the Licensee at the email address set out at page 1, or as otherwise specified by the relevant party by notice in writing to each other party.
1. **8.2** Any notice given in accordance with clause 7.1 will be deemed to have been received:
  0. **(a)** if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
  1. **(b)** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the working day after posting.
2. **8.3** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 9. **9. No warranties for use or condition**

0. **9.1** The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
1. **9.2** The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.
2. **9.3** The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 9.1 or clause 9.2.
3. **9.4** Nothing in this clause shall limit or exclude any liability for fraud.

## 10. **10. Limitation of Licensor's liability**

0. **10.1** Subject to clause 9.2, the Licensor is not liable for:
  0. **(a)** the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or



1. **(b)** damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
  2. **(c)** any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.
1. **10.2** Nothing in clause 9.1 shall limit or exclude the Licensor's liability for:
0. **(a)** death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
  1. **(b)** any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

**11. 11.No Set Off by Licensee**

0. **11.1** All amounts due under this agreement from the Licensee to the Licensor shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law), other than as specifically provided for at clause 3(a).

**12. 12.Severance**

0. **12.1** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
1. **12.2** If any provision or part-provision of this agreement is deemed deleted under Clause 9.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**13. 13.Third party rights**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

**14. 14.Governing law**

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**15. 15.Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it