



## Licence for Occupation

This document is a Fixed Term Licence and will become legally binding on the Licensee and on the Licensor once you have followed the online acceptance procedure on our website. Please ensure that you read the document carefully and understand your obligations before you accept. If you do not understand this Licence or anything in it, it is strongly suggested you ask for it to be explained to you before you accept it. You may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

This licence for occupation is made between:

<b>1. The Licensor Details</b>	
The Licensor:	
The Licensor Address:	
<b>2. The Licensee Details</b>	
Licensee Full Name:	
Licensee Home Address:	
<b>3. Licence Details</b>	
Site:	
Flat	
Room Type:	
Term Session:	
Licence Start Date:	
Licence End Date:	
Licence Fee	

IT IS AGREED as follows:

#### 4. Definitions

**Building** – means the site stated in your licence details

**Building Common Areas** – means the areas in and around the building provided by the licensor such as the entrance hall, stairs, corridors, and any laundry, courtyard, car park, footpaths, driveways, lifts and bicycle stores and (if applicable) gymnasium and includes its contents

**Contents** – means the furnishings and effects to be found in the room or the Flat common parts as listed in the inventory provided to the licensee on moving in to the property

**Flat** – means the flat as indicated in your licence agreement

**Flat Common Parts** – means the fixtures and fittings within the flat excluding service media

**Service Media** – means central heating, hot water systems, electrical services for power, lighting, drainage, water services and any data services provided

**Licence Fee** – means the total fee owed for the licence

## 5. Nature of Licence

- 5.1 This Licence is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an Assured Shorthold or Assured Tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this licence ends.

## 6 The Licensee Obligations

### 6.1. Possession

- 6.1.1 To move in to the property at or after the start of the licence term, not to part with possession of it and not to assign or sublet the whole or any part of it

### 6.1.2 Licence Fee

- 6.1.2.1 To pay the licence fee in full within 5 days of agreeing to this licence. If the payment date is less than 5 days from the agreed start date of this licence, licensee must make full payment of the licence fee immediately upon agreeing to the licence.

- 6.1.2.2 Once a fee is paid it is non-refundable with the exception of special circumstances.

- 6.1.2.3 As licensor we reserve the right to terminate this licence if the licensee fails to make payment of the license fee by the agreed date in accordance with 6.1.2.1

### 6.1.3 Services

- 6.1.3.1 To not alter, makes amendments or additions to the services provided within your flat or room. You will be held responsible for meeting any additional costs for broadband, telephone, or any service resulting from the licensee's unauthorised purchase or instruction

### 6.1.4 Licences

- 6.1.4.1 To purchase a TV licence for the duration of your stay if you wish to view any live or streamed television signals or any other form of television viewing that requires a licence

- 6.1.4.2 Where a television is provided by us within the shared area of the flat of which the property forms part, we are responsible for the purchase of a colour TV licence for this equipment

### 6.1.5 Inventory

- 6.1.5.1 On check in we will provide you with an Inventory stating the conditions of your room and flat at the start of your licence including all items in your flat and room. It is your responsibility to inform us of any disputes for the condition of your flat or room or of any items missing within your flat or room.

- 6.1.5.2 Your Inventory will be made available to you once you have checked in to your room and will be available on your student portal. All inventories should be submitted to us within 48 hours of you checking in to your room, failure to do so will be you agreeing and accepting the inventory is correct. Any discrepancies submitted or reported after your 48 hour period will not be accepted.

## **6.16 Use of Property**

- 6.1.6.1 To use the room as a residential purpose only and not use the property for business or any other commercial activity
- 6.1.6.2 To not tamper, interfere, alter or cover any fire safety equipment including fire extinguishers, fire blankets, and fire alarm systems including smoke detectors and to take reasonable steps to ensure unwarranted fire alarm activations are avoided
- 6.1.6.3 To not use, store or keep any dangerous or flammable goods, materials or substances, including firearms or any other explosive material, in the property of communal areas
- 6.1.6.4 To keep your flat, room and any licensor communal areas clean and tidy and free from rubbish and any other items at all times. If you are found to have caused any obstruction to the said areas, we acting reasonably, may charge you for the costs of removing the obstruction
- 6.1.6.5 To use any communal facilities for their intended purpose having regards to the safety of yourself and others around you at all times
- 6.1.6.6 To not remove any items from your room or shared items from the flat
- 6.1.6.7 To not tamper with or adjust in any way safety controls to any windows as to override the safety mechanism which has the effect of enabling a window to open to a greater extent than the safety designed limits
- 6.1.6.8 To take all reasonable steps to ensure that the room and the flat are kept secure from the intrusion or unauthorised persons (including shutting and locking windows and doors when you leave)
- 6.1.6.9 To not bring or keep a bicycle in your room, flat or communal area this is prohibited. If the property has a bicycle storage area then this must be used
- 6.1.6.10 to not bring any animals or pets in to the building as they are strictly prohibited from being kept on site
- 6.1.6.11 to not smoke anywhere on our property, this includes your room, flat and all communal areas with the exclusion of designated external smoking areas
- 6.1.6.12 to not keep or store in your room, flat or the building any gas or oil heater, any fuel burning appliance including but not limited to candles, incense sticks or BBQ equipment
- 6.1.6.13 to not keep or store in your room, flat or the building any equipment or furnishings not compliant with fire safety regulations
- 6.1.6.14 to notify us if your room will be vacant for 4 weeks or more

## **6.17 Maintenance & Repairs**

- 6.1.7.1 To promptly notify us of any damage to or defect in your room, flat or licensor communal areas which require repair or replacement.
- 6.1.7.2 If damage is found within a flat, room or licensor communal area and we deem it to be malicious then the charge for making the damage right will be proportioned as follows;

- 6.1.7.2.1 To all licensee's within the flat or to all licensees within the block or to the licensor who was solely responsible for the damage in either the room, flat or licensor communal area
- 6.1.7.3 To keep the flat in the same condition as found at the start of your licence for the duration of your stay allowing for fair wear and tear
- 6.1.7.4 To keep the interior of the property in a clean condition and to carry out required cleaning to the property or flat when requested to do so by the licensor. You are responsible for meeting any costs we incur for carrying out cleaning within the property or flat where we have determined that the standard of hygiene is below an acceptable standard
- 6.1.7.5 To ensure your flat and room at the property are properly ventilated to help prevent condensation. If there is any condensation to wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the property or flat or its fixtures and fittings
- 6.1.7.6 To report any infestation of pests or vermin promptly to us on it coming to your attention

### **6.1.8 Your Keys, Fob or Entry Card**

- 6.1.8.1 To not duplicate any entry access keys, fobs or cards or give your entry key, fob or card to any other person allowing them access to the room, flat or building
- 6.1.8.2 To report any lost or stolen keys to the Police asking for a crime reference when doing so
- 6.1.8.3 To pay an administration fee to us for any lost or misplaced keys, fobs or cards that are to be replaced. No replacement door entry keys, fobs or cards will be given to a student without a crime reference number.

### **6.1.9 Nuisance and Anti-Social Behaviour**

- 6.1.9.1 We will not tolerate behaviour which causes or is likely to cause nuisance or annoyance or damage to neighbouring, adjoining or adjacent premises or to any person. Such behaviour includes but is not limited to:
  - 6.1.9.1.1 Making false and malicious complaints about another licensee, employee or contractor
  - 6.1.9.1.2 Excessive noise such as loud music
  - 6.1.9.1.3 Offensive drunkenness, threat of violence and violent behaviour
  - 6.1.9.1.4 Damage to the property such as breaking fixtures
  - 6.1.9.1.5 Graffiti or vandalising the property
  - 6.1.9.1.6 Using abusive, or offensive language
  - 6.1.9.1.7 Allowing the property to become dirty or unhygienic preventing others from being able to use the space
- 6.1.9.2 Site quiet hours are from 23.00hrs to 08.00hrs, between these times we ask all licensors to ensure noise levels are to a minimum and you respect your neighbour's rights to sleep during these hours

### **6.1.10 Guests**



- 6.1.10.1 You are allowed to have occasional overnight guests within the property but such guests must not take up regular or permanent residence and their presence in the property must comply with all the responsibilities of visitors as set out in this agreement.
- 6.1.10.2 You are responsible for the behaviour of every person you allow to enter the property. You are responsible for them in the property, the communal areas and in the locality of the property
- 6.1.10.3 You are responsible to pay for any charges that are incurred by your guest whilst on our property for malicious or non-malicious damage or disturbance caused
- 6.1.10.4 We reserve the right to remove or exclude any guest of yours if they are not complying with our terms and conditions in the licence agreement, we feel they need to be removed for the safety of others or to safeguard our property

## 7. Licensor Obligations

We agree to;

- 7.1. Give you the possession of the property at the start of this agreement together with the right to use the front door, entrance hall, staircase and landings in the building in which the property is located and to use the flat communal areas of which the property forms part and communal areas or any other facilities provided for the use of residents of the building in which the property is located
- 7.1.1 Right to possession of the property will only be granted if all obligations prior to the licence starting has been completed by you
- 7.1.2 Not to interrupt or interfere with your peaceful right to occupy the property except where;
  - 7.1.2.1 Access is required subject to reasonable notice
  - 7.1.2.2 We are entitled to possession at the end of the licence

## 7.2 Room Moves

- 7.2.1 We have the right to change your room number but not room type prior to your licence starting without notice
- 7.2.2 We have the right to move your rooms once your licence has started for the following reasons (but not limited to);
  - 7.2.2.1 We are unable to complete repair works in your room or flat whilst it is occupied
  - 7.2.2.2 The room or flat is in disrepair and we deem it unfit for occupation
- 7.2.3 Should you request to move rooms, we will attempt to provide the same room type however we are under no obligation to do so. If we are able to provide alternative accommodation this will be offered to you, should you accept this offer you will pay us an administration fee as advertised on our website and enter in to a new licence agreement for your new room paying all fees owed on your old and new room

## 7.3 Repairs

- 7.3.1 We shall maintain and where appropriate keep in proper working order;
- 7.3.1.1 The structure of the building
  - 7.3.1.2 Heating and lighting to the building where provided by us
  - 7.3.1.3 Installations for the supply of gas, electricity and water
  - 7.3.1.4 All fittings, furnishings and equipment provided within your flat and room and the communal areas of the building that have been supplied by us
- 7.3.2 We shall carry out all repairs for which we are responsible within reasonable timescales as set out in our service level agreement available on our website

## **7.4 Complaints**

- 7.4.1 We will address all complaints in line with our company complaints procedure which is available on our website.

## **7.5 Data Protection**

- 7.5.1 We shall meet the Licensor obligations under the Data Protection Act 1998 as amended from time to time on the access to, use of and disclosure of information held by us, including information held as computerised data.

## **8. Ending Your Licence Before It Starts**

- 8.1 Once you have agreed to the terms in this licence by entering your date of birth on our website and submitting your acceptance to this licence you will be tied in to this contract for the duration of the licence period
- 8.2 Only under special circumstances would a licensee be released from the licence which would be at the discretion of the licensor

## **9. Licensors Right to Cancel Licence**

- 9.1 The licensor reserves the right to cancel this licence if any of the terms as stated in this licence are not adhered to.

## **10. At The End of This Licence Agreement**

- 10.1 When your licence comes to an end you will vacate the room and remove all of your belongings leaving the room and the room items in the same condition as found at the start of the licence period.
- 10.2 You must return all keys, fobs and access cards to us at the end of your licence. Failure to do so may result in you receiving charges as set out in our schedule of charges on our website
- 10.3 Should you leave anything behind in your room we will dispose of all items and you will be responsible for meeting all reasonable costs incurred for disposal
- 10.4 If you are responsible for any unpaid debts or court judgements registered against the property, you must make sure all are unregistered to the property before or at the end of the licence. You will be responsible for paying to us any costs or expenses that may result from registered debt or court judgements in your name still listed at the property.



10.5 At the end of your licence you must provide a forwarding address to contact you on should we require