



- STUDENT RESIDENTIAL LICENCE AGREEMENT

Ref BF/26.01.10

This licence agreement sets out the specific details of the Accommodation being granted to you, the Period of License and the Occupation Fee.

By completing the Booking Form, you enter into this legally binding 'Student License Agreement' and agree to be bound by its terms and by the terms of the 'Student Residence Regulations' and the 'Cancellation Policy' also attached with this agreement.

The Agreement is between STUDY INN LIMITED

And

the Student

(Where there are two occupants in the room, the first occupant and the second occupant will have joint and several liability, as the Student)

YOUR ALLOCATION DETAILS

Accommodation Location : The Study Inn property indicated on the Booking Form.
Room Number : To be allocated on the day of arrival
Accommodation type : Self catering, Studio Bedroom
Shower room facilities : Ensuite
Kitchen facilities : Self contained in Bedroom
All Study Inn Accommodation (bedrooms and Common Parts) is non-smoking.

PERIOD OF LICENSE

As set out in on the Booking Form

OCCUPATION FEE

As set out on the Booking Form

The language in this Agreement and the Regulations are necessarily of a legal nature. Wherever possible, "plain English" has been used. There are, however, some words or phrases in this Student Residential License Agreement AND the Student Residential Regulations AND Cancellation Policy, which have a very particular meaning, and those are set out below. This document is available in a large print upon request.

1.0 The following words or phrases have the following meanings in this Agreement and in the Regulations:

- 1.1 "Accommodation" means the residential student accommodation comprising of; the bedroom in the Building allocated to the Student, together with shared use of the Common Parts of the Building, or any other residential accommodation which Study Inn may allocate to the Student during the Period of License.
- 1.2 "Agreement" means this Student Residential Licence Agreement.
- 1.3 "Authorised Staff" means any persons who are employed by Study Inn in any of the following capacities: Cleaners, Maintenance, Security, Warders and Housing Staff
- 1.4 "Booking Form" means the booking form completed by the Student to secure the Accommodation with Study Inn
- 1.5 "Building" means The Study Inn property indicated on the Booking Form

- 1.6** "Cancellation Policy" means the Cancellation Policy attached to this document, as amended from time to time
- 1.7** "Common Parts" means the entrance hall, stairs, lift, corridors, laundry, gymnasium, bicycle store, bin store, rear access and any other common areas within the Building provided for the benefit of all Students;
- 1.8** "Contents" means the furnishings and effects to be found in the Accommodation as listed in the inventory to be provided to the Student on moving-in to the Accommodation
- 1.9** "Damage Deposit" means the deposit of £ X per bedroom, where X is the sum defined in the Booking Form, which is paid by the Student to Study Inn at the time of booking and released as prescribed in Clause 3 of the regulations.
- 1.10** "Study Inn" means Study Inn Ltd, company number 06905261
- 1.11** "Occupation Fee" means the licence fee payable as stated on the Booking Form, in respect of the Student's occupation of the Accommodation and which is payable by the Student to Study Inn during the Period of License. The Occupation Fee is payable in advance in accordance with the payment method detailed in the Booking Form and included in the Regulations
- 1.12** "Period of License" means the period granted by this Agreement starting and ending on the dates stated on the Booking Form
- 1.13** "Regulations" means the Student Residence Regulations attached to this document, as amended from time to time.
- 1.14** "Service Media" means means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or telecom services provided;
- 1.15** "the Student" means The first occupant AND if applicable the second occupant entered on the Booking Form, who are students who have been offered and have accepted accommodation by Study Inn. Where there are two occupants in the Accommodation, their liabilities, responsibilities and obligations will be joint and several.
- 2.0** STUDY INN AGREES TO GRANT and the Student agrees to take a LICENCE in the terms of this Agreement in respect of the Accommodation for the Period of License.
- 3.0** THE STUDENT AGREES:
- 3.1** to pay the Occupation Fee to Study Inn (or to whosoever Study Inn shall direct) on the dates confirmed in the Booking Form. The Student will not set-off any amounts against the Occupation Fee or any other amounts due to Study Inn without first providing Study Inn with receipts for the costs properly incurred by the Student. Any person who is not the Student and who makes payments due from the Student does so as agent of the Student
- 3.2** If payment of the Occupation Fee or any other money due from the Student is late, to pay interest at the rate of 3% per annum above the base rate of National Westminster Bank plc from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgement by a Court). Interest will be charged on a daily basis and shall be compounded monthly.
- 3.3** to pay to Study Inn (or to whosoever Study Inn shall direct), an administration fee of £25 plus VAT for each letter sent to the Student in respect of late payment of the Occupation Fee or any other amount due from the Student under the terms of this Agreement.
- 3.4** to pay all reasonable and proper costs and expenses (including legal costs, unless a Court orders otherwise, and fees payable to a surveyor and any value added tax thereon) incurred by Study Inn in or in reasonable consideration of proceedings to recover outstanding Occupation Fee or any sum incurred as a result of the Student not performing the obligations of the Student under this Agreement
- 3.5** to be bound by all of the terms and conditions set out in this Agreement, the Regulations and the Cancellation Policy, which, by completing the Booking Form and paying part or all of the Occupation Fee, the Student acknowledges having received, read and understood
- 3.6** the Student will not sublet the Accommodation or part with possession or share occupation of the Room or any part of it under any circumstances without the prior written consent of Study Inn.
- 4.0** IT IS FURTHER AGREED that

- 4.1 the Accommodation will be non-smoking.
- 4.2 the Occupation Fee is inclusive of electricity and other utility charges consumed at the Accommodation during the Period of License, save that where in Study Inn's sole discretion, the Student causes excessive consumption of electricity or other utility charges, Study Inn reserves the right to charge an additional charge to the Student and in these circumstances this additional charge will be notified in writing to the Student and added to the Occupation fee
- 4.3 Study Inn will undertake cleaning of shared facilities used by the Student in the building in which the Accommodation is situated and will undertake cleaning of the student bedroom Accommodation and laundry of bed linen and towels on a weekly basis during the Period of License.
- 4.4 by reason of the nature of the Agreement and the Regulations the Student will not have exclusive possession of any part of the Accommodation and will be a licensee of Study Inn.

5.0 ALTERNATIVE ACCOMMODATION

- 5.1 Study Inn reserves the right during the Period of License to move the Student to alternative accommodation (which may be in a hotel) only for the purpose of carrying out emergency repairs PROVIDED THAT:
- 5.1.1 the Student is given reasonable notice; and
 - 5.1.2 the Student will occupy the alternative accommodation on the terms of this Agreement

6.0 AGREEMENTS AND DECLARATIONS

- 6.1 It is agreed between Study Inn and the Student that if at any time:
- 6.1.1 the whole or any part of the Occupation Fee shall be unpaid for one month after it becomes due as detailed on the Booking Form (whether legally demanded or not); or
 - 6.1.2 there has been a serious breach, non-performance or non-observance of the Students obligations under this Agreement or the Student Residential Regulations; or
 - 6.1.3 there are repeated minor breaches, non-performance or non-observance of this Agreement or the Student Residential Regulations
- this Agreement will be terminated on 14 days written notice and no Occupation fees or any other payments made under this Agreement shall be refunded to the Student other than the Damage deposit which shall be dealt with in accordance with clause 3 of the Student Residential Regulations.
- 6.2 If the Accommodation/or Building are destroyed, or are otherwise damaged so as to render the Accommodation/or Building incapable of occupation, then either Study Inn or the Student may end this Agreement by giving the other one month's written notice.
- 6.2.1 these grounds cover such situations as where a mortgagee requires possession to exercise its power of sale; where Study Inn intends to demolish, reconstruct or carry out substantial work; arrears of rent and delay in payments; Students' obligations broken or not performed; deterioration in the condition of the Building; bad conduct of the Student and visitors; ill-treatment of Contents; and where a License is granted as a result of a false statement

7.0 SEVERABILITY

If any term, condition or provision contained in the Student Residential License Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Student Residential License Agreement shall not be affected.

8.0 NOTICES

The Student is hereby notified that notices (including notices in proceedings) must be served on Study Inn by the Student at its registered office Address;

Study Inn Limited, 359 Yardley Rd, Yardley, Birmingham B25 8NB

The addresses for service of notices on the Student are set out in the Booking Form.

Remember, you must read the Student Residence Regulations and Cancellation Policy in full before signing the Booking Form, and by signing the Booking Form, you enter into this legally binding contract.

These Student Residential Regulations set out the specific details of the regulations to be observed whilst occupying Study Inn premises, under the Student Residential License Agreement attached to this document.

By signing the Booking Form, you enter into a legally binding agreement under which you agree to be bound by its terms and conditions and by the following 'Student Residence Regulations'.

1. General

- 1.1. Any obligation on Study Inn or the Student not to do any act or thing includes an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.
- 1.2. Where any party to the Student Residential License Agreement comprises two or more persons, all their obligations can be enforced against them jointly or as separate individuals.
- 1.3. The headings in these regulations are for convenience only and are not to be considered in interpreting the Tenancy Agreement.
- 1.4. Defined terms in these Regulations are as those defined in the Student Residential License Agreement.

2. Conduct

The Student will

- 2.1. Not carry on any profession, trade or business whatsoever in the Accommodation or the Building
- 2.2. Not use the Accommodation or the Building for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of Study Inn, be a nuisance, damage or annoyance to Study Inn or to the other Students or Students of any adjoining premises and in particular, the Student will;
 - 2.2.1. not cause any noise which, if made within the Accommodation or Building, can be heard outside the Accommodation or Building.
 - 2.2.2. not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);
 - 2.2.3. not keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Accommodation or any the Building
 - 2.2.4. not harass, threaten or assault any other Students of the Building or their guests or any personnel of Study Inn or any other person; and
 - 2.2.5. not keep, store or use in the Accommodation or the Building any gas or oil heater, electrical or other fuel burning appliance, including candles.
 - 2.2.6. not damage or leave in a dirty or untidy state; the Contents or any parts of the Accommodation or the Building and will continually keep the Accommodation sufficiently tidy to allow regular cleaning and maintenance by Study Inn staff to be carried out unhindered..
 - 2.2.7. not alter, modify, decorate, add to or in any way interfere with the Contents and the structure of the Accommodation or the Building
 - 2.2.8. not to fix anything whatsoever to the Contents or the interior of the Accommodation or the Building in any manner which may damage the Contents, the structure or decoration of the Accommodation or the Building or to place anything outside the windows of the Accommodation or the Building.
 - 2.2.9. deliver the Contents, the Accommodation and the keys to the Accommodation to Study Inn at the end of the Period of License in the same condition as recorded in the inventory and, by no later than the end date stated in the Booking Form,
 - 2.2.10. remove the Students own belongings from the Accommodation and the Building. To the extent that the Student fails to remove his/her belongings from the Accommodation and the Building by the end of the Period of License, Study Inn shall be under no duty of care towards the same and reserves the right to dispose of such belongings as it thinks fit without any liability whatsoever to the Student.
 - 2.2.11. ensure that any refuse is deposited in the receptacles provided for the purpose in the Building and at times required for collection by cleaning staff..
 - 2.2.12. not erect any external wireless or television aerial or satellite dish on or in the Accommodation or the Building
 - 2.2.13. not keep any animal, bird, insect or reptile in the Accommodation or Building
 - 2.2.14. not to tamper with Study Inn's fire prevention and control equipment and to vacate the Building (and to ensure that any visitors of the Student do so) immediately whenever the fire alarm is sounded.
 - 2.2.15. not do anything in the Accommodation or Building which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.
 - 2.2.16. not obstruct any means of access or egress within the Accommodation or the Building.
 - 2.2.17. not to use designated fire escapes except for the purposes of emergency escape.

- 2.3. Occupy the Accommodation personally for residential purposes only. Only occupants entered on the Booking Form may occupy the Accommodation. All visitors must be signed in by the Student at Study Inn reception in the Building. Study Inn reserve the right to refuse entry or to ask any visitors to leave the building, at Study Inn's sole discretion.
- 2.4. Not transfer the license created by the Student Residential License Agreement to anyone else without first obtaining Study Inn's written consent, which will be in Study Inn's sole discretion. Study Inn may, as a condition to giving its consent to the proposed transfer, charge the Student an administration fee of £250 and require the incoming Student to enter into an agreement with Study Inn which confirms that the incoming student will observe and comply with the obligations of the Student contained in the Student Residential License Agreement.
- 2.5. Comply with any reasonable regulations of Study Inn which may be notified to the Student in writing from time to time and in the event of conflict between the terms of these Regulations and any such regulations, the terms of these Regulations shall prevail.
- 2.6. Report any accident or incident to Study Inn as soon as possible after it occurs and in any event within 48 hours after the incident or accident. If reasonably requested to do so by Study Inn, to complete an incident or accident form and return it to Study Inn.
- 2.7. Provide Study Inn with a certificate of exemption for council tax or, if the Student does not provide Study Inn with such a certificate, the Student will reimburse Study Inn for the council tax and any related charges associated with the Students inability to comply with this requirement
- 2.8. Provide Study Inn with proof of identity when reasonably required to do so.

3. Damage

The Student will

- 3.1. accept the Accommodation and the Building as being in good repair and condition and fit for the purposes for which they are let and/or intended to be used as at the Period of License start date unless the Student informs Study Inn in writing of any defects in the condition and repair within 48 hours of the Period of License start date.
- 3.2. accept that all the Contents are present in the Accommodation unless the Student informs Study Inn in writing that items are missing from the inventory within 48 hours of the Period of License start date.
- 3.3. Maintain the Students room and jointly and severally with the other students, the Common Parts in at least as good repair and decorative order and clean condition as it is in at the Period of License start date as detailed in the Room Requirement Form (except for damage by accidental fire and water from the domestic services infrastructure).
- 3.4. Pay to Study Inn the Damage Deposit as security for the performance of the Students obligations under the Agreement and the Regulations
- 3.5. Maintain the Contents in at least as good repair and condition as they are in on the Period of License start date as detailed on the Room Requirement Form, except for fair wear and tear (and the inventory provided to the Student on moving in to the Accommodation shall be evidence of their existing condition, and any defect shall be noted in such inventory as prescribed in clause 3.2 above).
- 3.6. Not remove any of the Contents from the Accommodation.
- 3.7. Promptly notify Study Inn of any loss or damage to, or defect in the Contents, the Accommodation or the Building.
- 3.8. Operate the Service Media, electrical and other appliances in the Accommodation and the Building with the manufacturer's instructions and not; change, damage, alter, add to or interfere with them in any way. Students may only use appliances which do not belong to Study Inn with the prior written permission of Study Inn and if such permission is given, the Student shall ensure that any such appliances which do not belong to Study Inn comply with all relevant standards and regulations.
- 3.9. Pay a fair and reasonable proportion, as determined by Study Inn acting reasonably, of the costs incurred by Study Inn in making good loss or damage to the Accommodation and the Building and/or in replacing any fixtures or fittings damaged therein which arises due to any act of the Student or any failure by the Student to observe and comply with the obligations of the Student under the Student Residential License Agreement and these Student Residential Regulations. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:
 - 3.9.1. the Student caused the damage to the Accommodation;
 - 3.9.2. all the Students entitled to use the Common Parts caused the damage to the common parts
 - 3.9.3. all the Students entitled to use the Building caused the damage to the Building
- 3.10. At the end of the Period of License, the Student will be given the opportunity to attend a check-out inspection with a representative of Study Inn with a view to reaching agreement as to what, if any, deductions Study Inn shall be entitled to make from the Damage Deposit. If no agreement is reached, either Study Inn or the Student may refer the matter to Alternative Dispute Resolution ("ADR").
- 3.11. However, Study Inn reserves the right to give notice to the Student of its intention to draw on the Damage Deposit at any time in payment of any sums due from or spent on behalf of the Student under the Agreement and the Regulations.
- 3.12. The Damage Deposit (or the balance thereof remaining), shall be returned to the Student within 10 days of the end of the Period of License (however it ends) and vacation of the Accommodation by the Student or, if the matter is referred to ADR, within 10 days of the matter being resolved.
- 3.13. The Student will not set-off the Damage Deposit against any payment due to Study Inn.

4. Study Inn rights

- 4.1. Study Inn reserves the following rights over the Accommodation;

- 4.1.1. the right for Study Inn and those authorised by Study Inn to enter the Accommodation on reasonable notice (except in cases of emergency) for any purpose mentioned in these Regulations, including but not limited to regular cleaning, servicing and maintenance
- 4.1.2. the right to remove from the Accommodation any dangerous or unauthorised appliances
- 4.1.3. the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains, sewers or Service Media passing in or through the Accommodation
- 4.1.4. the right for Study Inn and those authorised by Study Inn upon reasonable notice (except in cases of emergency) to enter the Accommodation at reasonable times to:
 - 4.1.4.1. inspect its condition;
 - 4.1.4.2. carry out any necessary repairs or alterations to the Accommodation and/or Building;
 - 4.1.4.3. maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Accommodation; and
 - 4.1.4.4. carry out viewings of the Accommodation with prospective Students.

In exercising its right of entry to the Accommodation, Study Inn will cause minimum possible inconvenience to the Student.

END

This document sets out the Study Inn Cancellation Policy.

By signing the Booking Form, you enter into a legally binding agreement under which you agree to be bound by its terms and by the terms of this 'Cancellation Policy'.

Cancellation policy

Defined terms in this Policy are as those defined in the Student Residential License Agreement.

1. **Up to 10 weeks before** commencement of the Period of License:-

1.1 the Student Residential License Agreement can be cancelled by the Student giving Study Inn written notice of the cancellation

In these circumstances there will be a £100 administration fee, which will be deducted from the monies paid to Study Inn. The remainder of the payments made to Study Inn will be returned to the Student.

2. **Less than 10 weeks before** commencement of the Period of License:-

2.1 the Student Residential License Agreement can be cancelled by the Student giving Study Inn written notice of the cancellation

In these circumstances there will be a £250 cancellation fee, which will be deducted from the monies paid to Study Inn. The remainder of the payments made to Study Inn will be returned to the Student.

3. **After** commencement of the Period of License:-

3.1 the Student will have no right to terminate the Student Residential License Agreement, unless a replacement Student Residential License Agreement can be found for the Accommodation.

3.1.1 In circumstances where a replacement Student Residential License IS NOT FOUND, the Student will not be released from the current Student Residential License and the Student will remain liable for the full contractual Occupation Fee.
The damage deposit will be dealt with as described in the Student Residential Regulations.

3.1.2 In circumstances where a replacement Student Residential License IS FOUND for the Accommodation, the Student will be released from the current Student Residential License with effect from the start date of the new Residential Student License upon payment of a £250 release fee which will be deducted from monies paid to Study Inn.

END