

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

By completing the Booking Form, you enter into this legally binding 'Student Licence 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 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, as detailed on the Booking Form  
Shower room facilities : Ensuite  
Kitchen facilities : Self contained in Bedroom  
All Study Inn Accommodation (bedrooms and Common Parts) is non-smoking.

## PERIOD OF LICENCE

As set out 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 Licence 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 Licence.
- 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 Management Staff
- 1.4 "Booking Form" means the booking form completed by the Student to secure the Accommodation with Study Inn which is attached to this agreement
- 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 Schedule of fixtures and fittings attached hereto as amended from time to time, a copy of which is 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 is replenished and released as prescribed in Clause 3 of the regulations. Where an additional sum has been requested from the Student under clause 3.10 of the Student Residential Regulations attached hereto, the additional sum requested by Study Inn is to be added to the sum of X defined in the Booking Form and forms part of the Damage Deposit
- 1.10** "Study Inn" means The Study Inn company defined on the Booking Form attached
- 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 Licence. 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 Licence" 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 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 on the terms of this Agreement in respect of the Accommodation for the Period of Licence.
- 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. Any person who is not the Student and who makes payments due from the Student does so as agent of the Student
- 3.2** that if the Student wishes to add a second occupant to their room at any time after confirming their initial booking, having failed to notify Study Inn at the time of booking that there would be two occupants in the room, Study Inn reserves the right to refuse this request and that should Study Inn agree to this request, the Student will pay a fee as specified by Study Inn at the time of the request
- 3.3** that if the Student wishes to change the names of the occupants at any time after confirming their initial booking, Study Inn reserves the right to refuse this request and that should Study Inn agree to this request, the Student will pay a fee as specified by Study Inn at the time of the request
- 3.4** 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.
- 3.5** to pay to Study Inn (or to whosoever Study Inn shall direct), an administration fee of £25 plus VAT for each letter or email sent to the Student or personal visit made in respect of late payment of the Occupation Fee or any other amount due from the Student under the terms of this Agreement.
- 3.6** To pay to Study Inn any costs incurred by Study Inn as a result of the Student failing to follow Study Inn instructions or guidance which may be given in the form of verbal, emailed or written form or where the Student has breached any terms of this Licence Agreement or where the Student has failed to notify Study Inn within a reasonable amount of time of any fault, event or activity which would potentially cause damage or loss to the Accommodation, Building or the Contents
- 3.7** to pay to Study Inn (or to whosoever Study Inn shall direct), an administration fee of £15 for any additional invoices, statements, emails, letters or copies of documents sent to or on behalf of the Student at their request

- 3.8** to pay Study Inn (or to whosoever Study Inn shall direct) an administration fee of £15 for any additional inspection which Study Inn must schedule for the following reasons:-
- 3.8.1** The Student's room is not ready for a previously scheduled inspection
  - 3.8.2** Where additional inspections are required due to the continual unsatisfactory condition of the room
  - 3.8.3** Where a room requires additional inspections due to an unsatisfactory or incomplete set of inspection results
- 3.9** 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
- 3.10** 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
- 3.11** 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.
- 3.12** the Student will be responsible for all of their obligations under this Licence Agreement until the End of the Period of Licence regardless of whether they vacate their room before the end of the Period of Licence.
- 3.13** the Student will be responsible for any damage or loss caused to their room until the end of the Period of Licence regardless of whether they vacated their room before the end of the Licence Agreement
- 3.14** the Student agrees to provide Study Inn with at least 5 days written notice of when they intend to vacate their room, if they choose to vacate their room before the end of the Period of Licence.
- 3.15** the Student agrees that regardless of the date that they vacate their room, they are obliged to pay the Occupation Fee until the end of the Licence Agreement.
- 3.16** the Student agrees that this Licence Agreement will automatically be terminated at the end of the Period of Licence and that they agree to vacate their room and remove all of their belongings by the end of the Period of Licence.
- 3.17** The Student agrees that they have no right to renew this Licence Agreement at the end of the Period of Licence.
- 3.18** The Student agrees to ensure that any post or parcels addressed to them are not sent to Study Inn after the end of the Period of Licence
- 3.19** The Student agrees that after the end of the Period of Licence, Study Inn is under no obligation to accept, return, redirect or forward any parcels or letters on their behalf and agrees that it is the Student's responsibility to ensure that their post and any expected parcels are sent to their correct home address or other new address. If Study Inn incurs any costs in accepting, returning, forwarding or re-directing such items, then the Student agrees to be liable for such costs. Where any parcels or post addressed to the Student arrive after the Student has vacated their room, Study Inn is under no obligation to forward, return, re-direct or accept such items for the Student.
- 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, but not the television licence fee during the Period of Licence, except that where in Study Inn's sole opinion, 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 Licence.
  - 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.
  - 4.5** All of the Contents as referred to in the Schedule of fixtures and fittings attached herewith are the exclusive property of Study Inn
  - 4.6** The Licence fee does not cover television licences for individual rooms and should Students wish to watch television in their room, it is their responsibility to ensure that they obtain a valid licence from the appropriate authority.
  - 4.7** The size, shape and contents of the room may vary from time to time and rooms shown during viewings and any pictures or plans shown on Study Inn's brochures or website are simply examples of the types of rooms Study Inn offers and Study Inn does not

guarantee to provide a room which is identical to those shown during viewings or in pictures or plans shown on Study Inn's brochures or website and as stated on our website, the rooms may vary in shape size and layout.

**4.8** Study Inn is not obliged to confirm the room number in which the Student will be residing in until the date that the Student occupies the room, irrespective of whether this is after the Commencement Date or not

## **5.0 ALTERNATIVE ACCOMMODATION**

**5.1** Study Inn reserves the right during the Period of Licence to move the Student to alternative accommodation (which may be in a hotel) only for the purpose of carrying out emergency repairs, if the building is unfinished, if the Accommodation or Building is uninhabitable or if it is not possible to gain access to the Accommodation or Building 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; where in Study Inn's opinion such damage has been caused by natural disaster, bombs, Acts of God, vandalism, defects, damage or malfunction of any part of the building or any of the contents therein so as to make the Accommodation or Building uninhabitable or where a Licence is granted as a result of a false statement

## **7.0 SEVERABILITY**

If any term, condition or provision contained in the Student Residential Licence 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 Licence 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: 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.**



# -STUDENT RESIDENTIAL REGULATIONS

Ref

**These Student Residential Regulations set out the specific details of the regulations to be observed whilst occupying Study Inn premises, under the Student Residential Licence 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 Licence 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 Student Residential Licence Agreement.
- 1.4. Defined terms in these Regulations are as those defined in the Student Residential Licence 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. agree to allow Study Inn staff access to the student room for any housekeeping, maintenance, inspections or viewings
  - 2.2.2. agree that where Study Inn has requested access to the Accommodation, the Student, must, if it is inconvenient to them for Study Inn to do so, give Study Inn written confirmation of this within 24 hours of Study Inn or with any time frame specified by Study Inn when sending such a request. However, should it not be possible for Study Inn to rearrange such access to a time convenient to the Student, the Student will allow such access to Study Inn. If the Student does not confirm in writing that there is any kind of issue or concern with access and send such writing to the email addresses specified by Study Inn for this purpose within these time limits, then it shall be presumed that access will be granted.
  - 2.2.3. will not refuse to allow Study Inn staff such access as is required for housekeeping purposes for more than one consecutive week.
  - 2.2.4. agree that Study Inn is entitled to carry out any maintenance work, work to rectify any damage or loss to the Accommodation, the Building and the Contents or replace any Fixtures and Fittings which are damaged or which are missing at any time during or after the Licence Term and that the Student will agree to pay for such damage or loss at any time specified by Study Inn.
  - 2.2.5. agree that Study Inn will be entitled to confiscate without notice any item which the Student is not permitted to keep in the Accommodation or Building or any item relating to any activity which is not permitted in the Accommodation or Building. Where such an item has been confiscated by Study Inn, the Student will be able to retrieve this by prior appointment only at any time before the end of this Licence Agreement provided the item is taken straight out of the Building and not returned to the Accommodation or Building. However, if the Student fails to collect any such item from Study Inn before the expiry of the Licence Agreement, then Study Inn will be entitled to dispose of this in any manner that it sees fit and also shall be entitled to deduct any costs in doing so from the Damage Deposit or require the Student to pay for such costs.
  - 2.2.6. not cause any noise which, if made within the Accommodation or Building, can be heard outside the Accommodation or Building.
  - 2.2.7. 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);
  - 2.2.8. not keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Accommodation or the Building
  - 2.2.9. not shout at, harass, threaten or assault any other Students of the Building or their guests or any personnel of Study Inn or any other person;
  - 2.2.10. not keep, store or use in the Accommodation or the Building any gas or oil heater, electrical or other fuel burning appliance, including candles, rice cookers and heaters and if any of these items or any other items prohibited by

Study Inn as stated in this Agreement or any other correspondence or notice produced by Study Inn are found by Study Inn staff, the Student will be immediately asked to remove the item from the Accommodation and the Building. If the item is not immediately removed by the Student, such items will be removed by Study Inn Staff without further notice and should such items be damaged, lost or disposed of during or after they are removed from the Student's room, then Study Inn will not be responsible for replacing such items or for reimbursing the student to cover the cost of replacing the same.

- 2.2.11. Not use or keep any non-UK manufactured electrical devices
- 2.2.12. Request the written consent of Study Inn before keeping any furniture or electrical items in their room which have not been provided by Study Inn.
- 2.2.13. Request the written consent of Study Inn before moving any of the Contents provided by Study Inn
- 2.2.14. Not interview, film, photograph, make any kind of recording, blog, broadcast or publish anything relating or showing anything connected in any way to Study Inn, it's associated companies, staff, facilities, logo, services, development, past, present or future residents without the express written consent of Study Inn
- 2.2.15. 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..
- 2.2.16. not alter, modify, decorate, add to, borrow damage, remove or in any way interfere with any of the Contents, decorative finishes and the structure of the Accommodation or the Building
- 2.2.17. not fix, hang or stick 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 including posters, pictures, stickers, hooks etc.
- 2.2.18. deliver the Contents, the Accommodation and the key card to the Accommodation to Study Inn at the end of the Period of Licence in the same condition as recorded in the inventory and, by no later than the last day of the Period of the Licence stated in the Booking Form,
- 2.2.19. remove the Student's own belongings from the Accommodation and the Building at the end of the Period of Licence. 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 Licence, 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.
- 2.2.20. 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.
- 2.2.21. not erect any external wireless or television aerial or satellite dish on or in the Accommodation or the Building
- 2.2.22. not keep any animal, bird, insect or reptile in the Accommodation or Building
- 2.2.23. 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.
- 2.2.24. 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.
- 2.2.25. not obstruct any means of access or egress within the Accommodation or the Building.
- 2.2.26. not to use designated fire escapes except for the purposes of emergency escape.
- 2.2.27. not to hang, fix or attach any item, including notices or pieces of clothing or flags out of the windows or doors of the Premises, interior or exterior of the premises
- 2.2.28. not to cover any heaters
- 2.2.29. not wash or dry their clothes by any means on Study Inn Premises except using the washing machines and tumble dryers supplied by Study Inn.
- 2.2.30. Not keep any kind of equipment which can be used for drying clothes or other items in their room.
- 2.2.31. not display notices or any item which has not been authorized by Study Inn on any surface in the Building, except on the pinboards or whiteboards provided in the Student's own room
- 2.2.32. not to put any letters, notices, petitions, menus, posters or any other type of correspondence underneath or outside or on the doors of other students occupying any rooms within Study Inn premises or into the Building.
- 2.2.33. comply with any regulations, rules, codes of conduct, facility regulations, procedures or guidance provided by Study Inn as stated in correspondence or notices from Study Inn or in Study Inn's Information Pack including anything relating to the disposal of rubbish, contacting Study Inn and the use of facilities provided by Study Inn, particularly with regards to any rules, regulations or guidelines relating to health and safety and accept that Study Inn will not be liable for injuries or damage caused by breaches of this clause insofar as is allowable under UK law.
- 2.2.34. will use all facilities provided by Study Inn at their own risk and will only use facilities provided by Study Inn after reading and agreeing to abide by the regulations, advice and guidelines provided by Study Inn and agree that such consent is automatically implied upon the Students using Study Inn facilities
- 2.2.35. Will be responsible for ensuring that all persons visiting the Student are aware of and abide by all guidelines, rules, regulations, codes of conduct, facility regulations and procedures set out by Study Inn and agree to be liable for all and their visitor's actions or omissions whilst they are on Study Inn premises
- 2.2.36. Will not store or keep any items, luggage etc belonging to anyone other than Study Inn or the Student in the Accommodation or the Building.
- 2.2.37. will not bring, store, leave, chain or attach bicycle to or in any part of Study Inn other than the bicycle storage area allocated by Study Inn
- 2.2.38. will use the bicycle storage area to store bicycles only and will do so only with the express consent of Study Inn which shall be granted on a personal basis to the Student

- 2.2.39. agree that none of their guests shall be allowed to store any bicycles or any other items on Study Inn Premises
  - 2.2.40. agree that it is the Student's responsibility to meet any guests or visitors arriving at Study Inn premises at the front door.
  - 2.2.41. not allow anyone else to take possession of their room key card except for Study Inn employees.
  - 2.2.42. not allow anyone else to stay in their room for any period of time unless the Student is present.
  - 2.2.43. Be responsible for ensuring that their bedroom doors and windows are closed at all times and accept that Study Inn will not be liable for any loss or damage caused when students have not ensured that the room doors or windows are secure and closed shut
  - 2.2.44. Be responsible for ensuring that any post or expected parcels or deliveries are addressed properly during the Period of Licence and that any companies delivering such post, parcels or deliveries are authorised to accept the signature of Study Inn staff where a signature is required
  - 2.2.45. Agree that Study Inn is not responsible for any damage to any parcels or letters for the Student
  - 2.2.46. Agree that the Student is responsible for ensuring that any post or parcels are redirected after the Student has left Study Inn or where the Licence Agreement has been terminated or where the Period of Licence has finished, whichever date is earliest.
  - 2.2.47. not to bring any modes of travel or vehicles, skate boards, roller skates, roller blades, heellies of anything of this nature into Study Inn Premises other than bicycles which must be properly stored in accordance with clause 2.2.27 and which must be brought into the Building in accordance with the procedures provided and routes outlined by Study Inn for this purpose, howsoever given.
  - 2.2.48. Agree that it is the Student's responsibility to ensure that Study Inn has received prior notification in writing of any intention to be away from the Accommodation for more than 48 hours
  - 2.2.49. Agree to notify Study Inn in writing within 24 hours of any damage or loss to the Student's personal belongings occurring. However, should any loss or damage to the Student's belongings occur and it is found that at any time the room key card has not been in the possession of the Student, or any person other than the Student has been in the room whilst the Student is not present or where the Student has failed to give prior notification to Study Inn that they are planning to be away from the Accommodation for more than 48 hours then Study Inn cannot be responsible for such loss or damage. Any liability or responsibility for any loss or damage to the Student's personal belongings will only be confirmed upon review of the CCTV footage throughout the building, the card detector logs and upon receipt of proof that the Student owned such an item.
- 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 and out 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. No visitors are to stay at Study Inn for longer than 7 days without the express written consent of Study Inn and the Student is responsible for any damage or disturbance caused by their visitors. Students should not have more than one guest stay overnight at any one time and visitors are not allowed to sleep on any floors or pieces of furniture provided by Study Inn other than the bed or beds in Student's room.
- 2.4. Contact Study Inn using only the contact details listed in the Information Pack provided to the Student as updated from time to time.
- 2.5. Agree to be courteous and polite to all persons employed by Study Inn and other Students, failing which Study Inn will have the right to treat a breach of this clause as a serious breach of this Agreement
- 2.6. Agree that Study Inn is not liable where damage or loss has been caused by the Student failing to follow Study Inn guidance, procedures, advice or rules howsoever given or by the Student failing to notify Study Inn of any potential for damage or loss in writing to the correct email addresses specified by Study Inn within a reasonable amount of time, and that the Student will be responsible for any such loss or damage
- 2.7. Pay any charges imposed by Study Inn in relation to breaches of procedure, conduct, etiquette or contract or replacement of any of Study Inn's property, including room key cards within 14 days of being notified of such charges.
- 2.8. Agree that where Study Inn has either verbally, by email or in writing request that the Student contact them by a certain date and the Student has failed to do so within 5 working days, then Study Inn reserves the right to charge the Student £25 plus VAT in respect of each additional email, letter, meeting, telephone call, facsimile or text that Study Inn sends the Student asking them to contact Study Inn
- 2.9. Not transfer the licence created by the Student Residential Licence 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 Licence Agreement.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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 Student's inability to comply with this requirement
- 2.13. Provide Study Inn with proof of identity when reasonably required to do so.
- 2.14. Agree that where Study Inn is terminating this Agreement due to a breach of any of the terms contained herein by the Student, the Student will not be entitled to any kind of refund and where required to by Study Inn will pay to Study Inn

within 14 days any cancellation fee or costs incurred in respect of damage or loss to the Accommodation and any of the Contents which cannot be sufficiently covered by the Damage Deposit held by Study Inn or any costs incurred in respect of storing, removing, relocating, packing or disposing of any belongings of the Student.

### 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 Licence 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 Licence 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 Licence start date. If Study Inn has failed to replace any items in the Accommodation occupied by the Student, then the Student should ensure that they have written confirmation of that the item has not been replaced, otherwise it will be presumed that Study Inn has replaced such items during the licence term and that if such items are missing at the end of the Licence Term, then for the purposes of determining deductions from the Damage Deposit, it shall be presumed that the missing items were replaced during the Licence Term and that it has gone missing after Study Inn replaced the said item.
- 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 was in at the Period of Licence start date .
- 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 were in on the Period of Licence start date, except for fair wear and tear. 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 the Schedule of Fixtures and Fittings as attached to this Agreement. Wear and tear does not include scratches, scrapes, visible marks, scuffs, dents, chips, cracks, stains, burn marks etc and only includes slightly worn or faded surfaces. Students are expected to ensure that the room and all of its contents are clean and deductions may be made from the Damage Deposit if the Room and its contents are not clean.
- 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 UK 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 or cleaning any fixtures or fittings forming part of the Contents as defined in the Student Residential Licence Agreement 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 Licence 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. Study Inn reserves the right to give notice to the Student of its intention to draw on the Damage Deposit at any time during or after the Period of the Licence in payment of any sums due from or spent on behalf of the Student under the Agreement and the Regulations, which will include sums incurred as a result of the room or any of the Contents requiring, extra cleaning, repairs, replacement or damage caused to the room or any of the Contents, or for the removal of any of the Student's personal belongings or any rubbish left by the Student as determined by the results of any check out inspection carried out in accordance with clause 3.11. If the Damage Deposit is reduced due to deduction for payment under Clause 3.9, the Student will be required within 14 days to pay to Study Inn sufficient funds to bring the Damage Deposit back up to the sum stated on the Booking Form.
- 3.11. During the Period of Licence and at the end of the Period of Licence, will be given the opportunity to attend inspections 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. Such check out inspections will be scheduled in accordance with the times allocated by Study Inn and students are responsible for giving Study Inn at least 3 weeks written notice in advance of the end of the Period of the Licence that they wish to attend. The Damage Deposit (or the balance thereof remaining), shall be returned to the Student after the end of the Period of Licence (however it ends) and vacation of the Accommodation by the Student. If the Student fails to attend the check out inspection at the time allocated by Study Inn or fails to request that they attend the check out inspection with a Study Inn member of staff, then the Student will accept the result of the check out inspection as carried out by a Study Inn representative as final.
- 3.12. Will not set-off the Damage Deposit against any payment due to Study Inn.
- 3.13. Accept that the Student is responsible for ensuring that Study Inn has their correct contact details as entered on the Booking Form and that they should be responsible for any costs incurred by Study Inn by the Student failing to provide Study Inn with correct and up to date contact details.
- 3.14. Accept that Study Inn has a right to deduct £25 plus VAT in respect of its administration fee from the damage deposit and to deduct any charges incurred in connection with returning the balance of the damage deposit or refund due to the student, including postage charges

- 3.15. Accept that Study Inn will forward any refunds of the balance of the damage deposit due to the Student under clause 3.11 to the Student's address as set out in the Booking Form.
- 3.16. Accept that any balance due back to the Student will be made by any method of payment chosen by 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 at anytime without notice
  - 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 24 hours notice, either verbal or written (except in cases of emergency as determined by Study Inn) 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 Licence Agreement.

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

- 1.1. the Student Residential Licence 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. **Between 3 and 10 weeks before** commencement of the Period of Licence:-

- 2.1. the Student Residential Licence 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. **Less than 3 weeks before** commencement of the Period of Licence:-

- 3.1. the Student Residential Licence Agreement can be cancelled by the Student giving Study Inn written notice of the cancellation

In these circumstances there will be a £300 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.

4. **After** commencement of the Period of Licence:-

- 4.1. the Student will have no right to terminate the Student Residential Licence Agreement, unless a replacement Student Residential Licence Agreement can be found for the Accommodation.
- 4.2. In circumstances where a replacement Student Residential Licence IS NOT FOUND, the Student will not be released from the current Student Residential Licence and the Student will remain liable for the full contractual Occupation Fee.
- 4.3. The damage deposit will be dealt with as described in the Student Residential Regulations.
- 4.4. In circumstances where a replacement Student Residential Licence IS FOUND for the Accommodation, the Student will be released from the current Student Residential Licence with effect from the start date of the new Residential Student Licence upon payment of a £250 release fee which will be deducted from monies paid to Study Inn.

END



# Schedule of Fixtures and Fittings

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This document sets out the list of fixtures and fittings which come with the Accommodation for use by the Student during the Period of the Licence and which are the property of Study Inn. Please note that this list may be subject to change at any time before or during the Licence Agreement Term

The Student is not entitled to damage or take away any item listed herein and is required to keep these items in the condition they were in on the first day of the Agreement excepting general wear and tear

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 'Schedule of Fixtures and Fittings.'

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List of Fixtures and fittings present in every room occupied by Students, all of which are to be treated as part of the "Contents" as defined in the Student Residential Licence Agreement

## Kitchen Area

1. Kettle
2. 2 slice toaster
3. Electric Wok
4. Refrigerator with mini freezer
5. Combination Microwave Oven
6. China Dinner plates (x2)
7. China Cups (x2)
8. Glasses (x2)
9. China Bowls (x2)
10. Glass bowl
11. Measuring Jug
12. Teaspoons (x2) (Part of cutlery set)
13. Tablespoons (x2) (Part of cutlery set)
14. Knives (x2) (Part of cutlery set)
15. Forks (x2) (Part of cutlery set)
16. Can opener
17. Spatula
18. Potato Peeler
19. Tongs
20. Cheese grater
21. Scissors
22. Black knife
23. Hand carrier box
24. Waste Bin
25. Dustpan and brush
26. Sink and tap
27. Canisters for tea, coffee and sugar
28. Glass chopping board (1 for rooms located at Market Way and 2 for rooms located at Trinity Street)
29. Oven mitts
30. Tea Towels
31. Dry goods Cupboard
32. Fire blanket
33. Combined Dish Brush and Sponge washing up dispenser
34. Crockery drying rack

## Living area

35. Television, television controls and DVD player
36. Swivel Chairs (x2)
37. Mirror (x2)
38. Plug sockets
39. Curtain rails
40. Shelves
41. Side cabinet
42. Laundry bag
43. Heater
44. Curtains
45. Work Tops

46. Picture
47. Coat Hangers
48. Bed
49. Mattress (1 per bed)
50. Pillows (2 per occupant)
51. Duvet (1 per bed)
52. Blanket (1 per bed)
53. Lamp
54. Mattress protector (1 per bed)
55. Pillow protector (1 per pillow)
56. Carpet tiles (only for rooms located at Trinity Way)
57. Carpet (only for rooms located at Market Way)
58. Walls
59. Doors
60. Hairdryer
61. Internet cable (1 per occupier)
62. Pinboard
63. Whiteboard, pen and eraser
64. Mounted ironing boards
65. Steam iron
66. Waste paper basket

**Bathroom area**

1. Shower curtain
2. Shower tap and head
3. Sink and taps
4. Toilet roll holder
5. Toilet seat
6. Shelf unit
7. Shower rail
8. Mirror
9. Floor
10. Bathroom door
11. Light
12. Walls
13. Toilet brush

**List of fixtures and fittings which are in some, but not all rooms occupied by students.**

**If any of the items listed below are located in the Student's rooms, these are to be treated as part of the Contents as defined in the Student Residential Licence Agreement**

**Tick if included**

1. Dining table
2. Dining chairs x 2
3. Patio set (table plus 4 chairs)
4. Coffee table
5. Tub chair
6. Sofa

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

**END**