



Student

## **Licence to Occupy**

**dated [.]**

The Licensor grants and the Resident accepts a licence to occupy the Room subject to and in accordance with the following terms and conditions and subject to the Reserved Rights (the "**Licence**").

The Guarantor guarantees the performance by the Resident of the Resident's obligations contained in this Licence.

The definitions and other provisions contained in the Schedule annexed hereto (the "**Schedule**") apply to this Licence.

**1 Licensor:**

Name:  
Company  
number:  
Address:  
Email address: [.]

**2 Resident:**

Name: [.]  
Address: [.]  
Home  
telephone: [.]  
Mobile  
telephone: [.]  
Email address: [.]  
University/Coll  
ege: [.]

**3 Guarantor (if  
relevant):**

Name: [.]  
Address: [.]  
Home  
telephone: [.]  
Mobile  
telephone: [.]  
Email address: [.]

**4 Room and Duration:**

Building: [.]  
Room: [.]  
Room Type: [.]  
Duration; [.] weeks from and including the Start Date to and including the End Date  
Start Date:  
End Date: 10am on [.]

**5 Licence Fee and Payment Details:**

Price per  
week: [.]

Total cost: [.]

Payment Plan: The Licence Fee is to be paid:

in one single instalment being £[.] due on [.]

**OR**

In four instalments

the first instalment being £[.] due on [.]

the second instalment being £[.] due on [.]

the third instalment being £[.] due on [.]

the fourth instalment being £[.] due on [.]

**OR**

In nine instalments

the first instalment being £[.] due on [.]

the second instalment being £[.] due on [.]

the third instalment being £[.] due on [.]

the fourth instalment being £[.] due on [.]

the fifth instalment being £[.] due on [.]

the sixth instalment being £[.] due on [.]

the seventh instalment being £[.] due on [.]

the eighth instalment being £[.] due on [.]

the ninth instalment being £[.] due on [.]

Payment is to be made by (i) bank transfer, (ii) debit or credit card through the Nido Student online portal or (iii) direct debit (if applicable).

The Licensor must have received payment of the relevant instalment sum in **cleared** funds on or prior to the date the relevant instalment is due on. Failure to make such payment may result in the termination of the Resident's booking and this Licence by the Licensor (in the absolute discretion of the Licensor) in accordance with the terms of clause 16.

Account payment details are as follows:

Account name: [.]

Account number: [.]

Sort code: [.]

Bank name: [.]

Bank address: [.]

IBAN: [.]

IBAN BIC: [.]

## 6 Holding Deposit

6.1 The Resident will pay a holding deposit of £50 (sterling) in cleared funds to the Licensor at the point of booking ("**Holding Deposit**").

6.2 The Holding Deposit shall be treated as a payment on account of the Licence Fee at the Start Date and shall be credited to the first or only instalment of the Licence Fee due under this Licence, as appropriate.

6.3 The Holding Deposit shall be retained by the Licensor as a contribution to costs in the event that this Licence is terminated for any reason other than the default of the Licensor prior to receipt by the Licensor of the first or only instalment of the Licence Fee due under this Licence, as appropriate.

## 7 Security Deposit - Payment

7.1 The Resident will pay a deposit of £100 (sterling) in cleared funds to the Licensor together with and, for the avoidance of doubt, in addition to the first or only instalment of the License Fee due under this License, as appropriate (the "**Security Deposit**").

- 7.2 The Security Deposit will be used as security for the performance of the Resident's obligations under this Licence.
- 7.3 Failure to make such payment may result in the termination of the Resident's booking and this Licence by the Licensor (in the absolute discretion of the Licensor).
- 7.4 The Resident is not entitled to off-set the Security Deposit against payment of any instalment of the Licence Fee or other sums due to the Licensor under this Licence.

Please see clause 11 for details of the Deposit Scheme that the Licensor will pay the Security Deposit into and the deductions that the Licensor is entitled to make from the Security Deposit.

## 8 Contract Date and Cancellation

8.1 The Resident, Guarantor and the Licensor agree that this Licence shall become contractually binding upon the Parties at the point of booking by virtue of the Resident's electronic acceptance of this Licence and payment of the Holding Deposit by or on behalf of the Resident (failing which this Licence and the associated booking shall terminate and be of no effect). Notwithstanding this, the Resident, Guarantor and the Licensor agree that a hard copy of the Licence can be physically signed by each Party in separate counterparts of this Licence if requested by any Party.

8.2 If, prior to the Start Date, the Resident is not accepted for the Resident's first year of study by an educational institution in the United Kingdom providing full time education the Resident has a period of 7 days starting on the date of the Resident's receipt of notification of rejection from such educational institution in which to notify the Licensor in writing and to provide with that notice a copy of the rejection letter by either:

8.2.1 emailing [cancellations@nidostudent.com](mailto:cancellations@nidostudent.com); or

8.2.2 mailing by first class or recorded delivery post to [.]

in which case if the Licensor is satisfied with the evidence provided the Licensor shall terminate the Licence and such termination shall be deemed to be effective on the day after the email was sent to the Licensor or 2 Working Days after the date of posting to the Licensor.

8.3 If, prior to the Start Date, the Resident is notified by the educational institution in the United Kingdom providing full time education at which the Resident had been offered a place to study that either the course has been cancelled or that teaching of at least the whole of academic semester one has been moved off campus to online teaching due to COVID-19 ("**Covid Notice**"), then subject to satisfying the conditions at clause 8.4. the Resident may terminate this Licence (the "**Covid Break Right**").

8.4 If the Resident wishes to exercise the Covid Break Right it must:

8.4.1 within 7 days of (a) receipt of the Covid Notice or (b) 31 July 2021, whichever is earlier, provide a copy of the Covid Notice to the Licensor; and

8.4.2 on or before the earlier of (a) the Start Date and (b) 31 July 2021, it must provide the Licensor with written confirmation of whether it intends to exercise the Covid Break Right by either:

(i) emailing [cancellations@nidostudent.com](mailto:cancellations@nidostudent.com); or

(ii) by first class or recorded delivery post to [.]

in which case if the Licensor is satisfied with the evidence provided by the Resident, the Licensor shall with immediate effect accept the Covid Break Right.

8.5 If the Resident's booking and this Licence are cancelled in accordance with clause 8.2 and/or clause 8.3:

8.5.1 the Resident's booking and this Licence will terminate; and

8.5.2 the Landlord will refund the Security Deposit (under deduction of any bank charges incurred and any sums which may be due to the Licensor under this Licence) to the Resident as soon as possible and, in any event, within 28 days of the effective date of the cancellation.

8.6 If the Resident makes a booking and this Licence becomes contractually binding upon the Parties in accordance with clause 8.1, the Resident agrees that the cancellation rights will end on the Start Date.

8.7 If the Building is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Resident, payment of the Licence Fee shall be suspended until the Building is fit for occupation and use.

## 9 Documentation to be provided by the Resident and the Guarantor

9.1 The Resident (and the Guarantor, if requested by the Licensor) must within 7 days of the relevant individual's receipt (by email or post) of this Licence from the Licensor:

9.1.1 if issued by the Licensor by email, print off this Licence;

9.1.2 sign this Licence using the applicable signing block and must add in the signing block their full name (including any middle name(s)); and

9.1.3 return their relevant counterpart of the signed Licence to the Licensor by emailing it (or as a minimum emailing the signed page) to [.] or by posting it to [.]

and on receipt of the Licence signed by the Resident and the Guarantor (if applicable) the Licensor shall treat the same as being released and shall date the Licence.

9.2 If the Resident or the Guarantor does not comply with the terms of clause 9.1 the Licensor may in its absolute discretion terminate the Resident's booking and this Licence in accordance with clause 16.

9.3 On or prior to the Start Date the Resident must provide the Licensor with the following by emailing them to [.] or by posting them to [.]:

9.3.1 A copy of the Resident's passport or government issued ID; and

9.3.2 A copy of a letter from an educational institution in the United Kingdom providing full time education to the Resident verifying that the Resident has been accepted on a full time course of study with them.

## 10 Check In Procedure

- 10.1 Prior to the Start Date the Resident must use the Nido Student online portal to book the Resident's allocated check in time on a date being on or after the Start Date.
- 10.2 At check in the Resident must bring with them and provide the Licensor with the originals of the following documents:
- 10.2.1 the Resident's passport or government issued ID;
  - 10.2.2 the letter or e-mail from an educational institution in the United Kingdom providing full time education to the Resident confirming that the Resident has been accepted on a full time course of study with them; and
  - 10.2.3 the counterpart Licence signed by the Resident and where there is a Guarantor, the counterpart Licence signed by the Guarantor (please note that photocopies or scanned copies of the relevant signed counterpart are not sufficient to satisfy this condition).

Failure to comply with the terms of this clause 10.2 may result in the termination of the Resident's booking and this Licence by the Licensor (in the absolute discretion of the Licensor) in accordance with clause 16.

- 10.3 Within 48 hours of check in the Resident must use the Nido Student online portal to complete and return an Inventory either (a) confirming that they agree that the Inventory is complete and accurate and accepting the Room, the Building, the Common Areas and the Contents as being in good and tenable repair and condition and fit in all respects for purpose, or (b) notifying the Licensor specifically of any omission or error in the Inventory or manner in which the Room, the Building, the Common Areas and/or the Contents are not in good and tenable repair and condition and fit in all respects for purpose. If the Resident fails to complete and return the Inventory within 48 hours of check in the Resident will be deemed to have agreed and accepted that the Inventory is complete and accurate and that the Room, the Building, the Common Areas and the Contents are in good and tenable repair and condition and fit in all respect for purpose.

## 11 Security Deposit - Deposit Scheme and Deductions

- 11.1 The Licensor will pay the Security Deposit into the Deposit Scheme within the timescales required by the TDS Regulations and the Licensor will provide the Resident with the information required under the TDS Regulations (including the date on which the Security Deposit has been paid into the Deposit Scheme).
- 11.2 The Licensor is entitled to make the following deductions from the Security Deposit at any time during the Duration and/or following termination of this Licence:
- 11.2.1 the Licence Fee or any other sum payable by the Resident under this Licence but which are unpaid at the Termination Date;
  - 11.2.2 the cost of settling any bills for which the Resident is responsible in terms of this Licence but which are unpaid at the Termination Date and which the Licensor (in its discretion) has settled;
  - 11.2.3 the cost, or anticipated cost, of carrying out any repair, replacement, redecoration and/or cleaning

of the Building, the Room, the Common Areas, and the Contents due to any damage for which the Resident is wholly or partly responsible and/or due to the Resident's failure to comply with the Resident's obligations under this Licence; and/or

11.2.4 the costs and expenses properly incurred by the Licensor in remedying any breach of the Resident's obligations under this Licence and any storage and/or disposal costs anticipated in terms of clause 17.3.

11.3 If the Licensor makes deductions from the Security Deposit in terms of clause 11.2 the Resident is to pay to the Licensor within 7 days of demand both (i) such sum as represents the shortfall (if any) between the remaining balance held on the Security Deposit and the deductions to be made by the Licensor in terms of clause 11.2 and (ii) such sum as represents the difference between the booking fee and the remaining balance held on the Security Deposit at any given time during the Duration.

## 12 Nature of Occupation

12.1 The Resident will occupy the Room as a licensee only and acknowledges that possession of the Room is retained by the Licensor subject to the rights created by this Licence.

12.2 The Licensor is entitled to substitute the Room with a different room which is in the same Room Type. In addition, in order to carry out emergency or necessary repairs the Licensor is entitled to move the Resident temporarily to a different Room of any room type and to temporarily move the items within the Resident's Room and/or place these into storage.

12.3 The Parties agree that this Licence is not a lease and does not confer any tenancy rights on the Resident. This Licence is personal to the Resident and the Resident will not (either wholly or partially) assign, sub-let, part with or share occupation or otherwise deal in any way with its interest in this Licence.

12.4 The Licensor retains control, possession and management of the Room and the Resident has no right to exclude the Licensor from the Room.

12.5 The Resident has the non exclusive right in common with the Licensor and all other occupiers of the Building (including all other persons from time to time duly authorised by the Licensor) to use the Common Areas for their designed or designated purpose.

## 13 Resident's Obligations

13.1 The Resident must:

13.1.1 be of or over the age of 16 years and the Guarantor must be of or over the age of 18 years;

13.1.2 at all times throughout the Duration, be a Resident on a full time course of study with an educational institution in the United Kingdom providing full time education to individuals;

13.1.3 pay the Licence Fee (whether or not demanded) in full for the whole of the Duration, in the instalments and on the dates stated in clause 5 and without deduction set off or retention;

13.1.4 if payment of the Licence Fee or any other sum of money due by the Resident under this Licence is

late, pay to the Licensor, on demand, Interest on any such sums calculated on a daily basis from and including their due date until but not including the date paid in full;

- 13.1.5 subject to the terms of clause 12.2 use the Room only as the Resident's private residence and for no other purpose and take entry to the Room on the Start Date. If the Resident will not take entry to the Room until after the Start Date the Resident must notify the Licensor in advance (giving the Licensor as much prior notice as possible) of the Resident's entry date;
- 13.1.6 use and treat the Room, Common Areas and Contents with all due care and attention;
- 13.1.7 keep the Room and the Contents of the Room hygienically clean and tidy and jointly with the other occupiers of the Building keep the Common Areas and the Contents of the Common Areas Room hygienically clean and tidy and must only store food in the kitchen area of the Room or the flat of which the Room forms part (as the case may be) in an appropriate manner and must remove all rubbish from the Room and if the Room is in a flat in the Building jointly with the other occupiers of the flat remove all rubbish from the Flat Common Areas at least twice a week;
- 13.1.8 keep the Room, Common Areas and Contents in good repair and condition and at least as good condition as they were in at check-in subject to fair wear and tear;
- 13.1.9 whenever the Room is left unattended fasten securely all locks and bolts fitted to the doors and windows of the Room and if the Room is within a flat in the Building whenever such flat is left attended fasten securely all locks and bolts fitted to the doors and windows of the Flat Common Areas;
- 13.1.10 notify the Building manager in advance if the Resident is likely to be absent from the Room for more than 48 hours (such notification being important for fire safety and security reasons);
- 13.1.11 comply with the terms of this Licence, the Resident's Handbook and the Nido Regulations and must ensure that the Resident's guests comply with the terms of this Licence, the Resident's Handbook and the Nido Regulations. Declaring that in the event of a conflict between the terms of this Licence, and/or the Resident's Handbook and/or the Nido Regulations (as the case may be) the terms of this Licence shall prevail followed by the terms of the Nido Regulations and then the Resident's Handbook;

- 13.1.12 report the following to the Licensor:
- 13.1.12.1 any breakage, damage to, or defect in the Room, the Building, the Common Areas, the Contents and/or any part or parts thereof including equipment therein as soon as the Resident knows of the same; and
- 13.1.12.2 any accident or incident in the Building as soon as possible after its occurrence and, where relevant, the Resident must complete or assist the Licensor in completing a written report of such accident or incident;
- 13.1.13 provide the Licensor with a copy of any notice or claim received by the Resident (other than from the Licensor) relating to the Building or any part thereof as soon as received by the Resident and not respond to any such notice or claim except on and in accordance with the express instructions of the Licensor;
- 13.1.14 comply with any notice received by the Resident from the Licensor in the case of late payment of the Licence Fee or any other sum payable by the Resident under this Licence or in the case of any other breach of the Resident's obligations within 48hours;
- 13.1.15 obtain a television licence for any device which requires such licence in the Room, and if the Room is within a flat in the Building the relevant flat (this includes devices such as a television set (including any television set provided by the Licensor); DVD, Blu-ray and VHS recorder; desktop and laptop computer; tablet, mobile phone and other portable devices, digital boxes or personal video recorders; games consoles; media streaming devices; Freeview, Freesat or YouView used to watch or record live TV programmes on any channel or live on an online TV service (such as All4, Sky Go and YouTube) or download or watch BBC programmes on iPlayer);
- 13.1.16 apply to the local authority for a Council Tax exemption, provide the Licensor with a copy of the certificate of exemption from Council Tax in relation to the Room within 48 hours of demand by the Licensor and pay any Council Tax payable (if any) in respect of the Resident's use of the Room; and
- 13.1.17 notify the Licensor of any changes in the postal address, telephone number and email address of the Resident and/or the Guarantor.
- 13.2 The Resident must not:
- 13.2.1 use the Room or any of the Common Areas for any purpose which is illegal or for the operation of a business;



- 13.2.2 mark or change the decorative finish of or make any alteration to the fabric or surfaces of the Room or any Common Area or carry out any repairs;
- 13.2.3 stick pins, nails or screws into or apply sticky tape or "Blu Tack" or any other adhesive to any part of the Room or any Common Area save that the Resident may fix posters to the walls of the Room or if the Room is within a flat in the Building to the walls of the Flat Common Areas with removable "Blu Tack";
- 13.2.4 alter or change existing or fit new locks or bolts to the doors and windows of the Room and if the Room is within a flat in the Building to the doors and windows of the Flat Common Areas;
- 13.2.5 have made or allow to have made additional keys, security passes, keycards and/or fobs (including digital or mobile keys, security passes, keycards and/or fobs) for the Room or any other part of the Building (including doors, windows, mail boxes and if the Room is within a flat in the Building for the relevant flat) without the prior consent of the Licensor or the manager of the Building;
- 13.2.6 give the Resident's keys, security passes, keycards and/or fobs (including digital or mobile keys, security passes, keycards and/or fobs) for the Room or any other part of the Building (including doors, windows, mail boxes or any others) to anyone else;
- 13.2.7 cause or allow damage to be caused to the Room, Common Areas and Contents;
- 13.2.8 remove any of the Contents from the Room or Common Areas as appropriate;
- 13.2.9 obstruct or prevent others from using the Common Areas;
- 13.2.10 do or allow anything to be done that may cause a nuisance, annoyance, damage, disturbance or injury to the Licensor or to anyone use the Building;
- 13.2.11 sing or speak in a way or play any musical instrument, radio; television; music player; DVD, Blu-ray or VHS player/recorder; desktop or laptop computer; tablet, mobile phone or other portable device; digital box or personal video recorder; games console; media streaming device; Freeview, Freesat or YouView, or other equipment in the Room, and if the Room is within a flat in the Building in the Flat Common Areas, in a way that is audible or visible outside the Room or the Flat Common Areas as applicable;

- 13.2.12 hang or allow to be hung any clothes or other items outside the Room or, if the Room is within a flat in the Building outside the Flat Common Areas;
- 13.2.13 display any notice, poster, sign or any other item (i) outside the Room, or if the Room is within a flat in the Building outside the Flat Common Areas, or (ii) inside the Room or if the Room is within a flat in the Building inside the Flat Common Areas which is visible from outside the Room or the Flat as applicable;
- 13.2.14 put up any television aerial or satellite dish in the Room or anywhere in or on the Building;
- 13.2.15 smoke (which includes using an electronic cigarette, using an Iqos device or any other device which burns or heats a substance for inhalation) in the Room or anywhere in the Building, or on the roads, paths or pavements or other ground adjacent to or surrounding the Building save that the Licensor may smoke (which includes using an electronic cigarette, using an Iqos device or any other device which burns or heats a substance for inhalation) legal substances in such outdoor areas as have been specifically designated by the Licensor for use as a smoking area;
- 13.2.16 keep or use or allow to be kept or used in the Room or the Common Areas any illegal, flammable, dangerous or offensive item, goods, substance or materials of any kind;
- 13.2.17 keep or use or allow to be kept or used in the Room or the Common Areas any furniture or any electrical item unless it complies with current British standards and statutory regulations and in the case of any electrical item the Resident has provided the Licensor with evidence satisfactory to the Licensor that such electrical item has passed a portable appliance test but provided always that any appliance with an exposed heating element, including fan heaters, is prohibited;
- 13.2.18 keep or use or allow to be kept or used in the Room or the Common Areas candles, incense burners, firearms or other weapons, or imitation firearms or imitation weapons;
- 13.2.19 tamper with, vandalise, or misuse any fire prevention or fire control equipment in the Building and the Resident acknowledges that such behaviour may amount to a criminal offence subject to criminal prosecution;
- 13.2.20 keep any pets or animals of any kind in the Building except a trained assistance animal which the Resident requires to alleviate the effect of a

disability in which case the Resident must provide official documentation to the Licensor and obtain the Licensor's approval for such assistance animal prior to the Start Date;

- 13.2.21 leave the Room unoccupied for any period of more than 2 weeks without the Licensor's prior agreement;
- 13.2.22 charge or receive any consideration from any guest for use of the Room or any Common Areas;
- 13.2.23 flush sanitary items, condoms, wipes or cotton wool or any other items down the toilet or pour oil or grease down the drains or do anything else likely to block or harm the drains;
- 13.2.24 obstruct or impede the Licensor or others authorised by or acting on behalf of the Licensor exercising the Reserved Rights; and
- 13.2.25 do, or omit to do, anything which would, or would be likely to result in:
  - 13.2.25.1 an increase in the premiums payable under any of the Licensor's Policies;
  - 13.2.25.2 an increased risk of damage to, or destruction of, any part of the Building; or
  - 13.2.25.3 any of the Licensor's Policies becoming void or voidable.

13.3 The Resident must indemnify the Landlord, on demand, against all costs, claims, damages, proceedings or other liability of whatever kind incurred by, or made against, the Licensor which is caused by, or arises out of, any:

- 13.3.1 breach of the Resident's obligations under this Licence;
- 13.3.2 action, failure to act or negligence of the Resident or any of the Resident's guests; or
- 13.3.3 the use or occupation of the Room by the Resident or the Resident's guests.

Provided that this indemnity does not (1) affect any other rights available to the Licensor; or (2) apply to the extent (if any) that the Licensor receives insurance monies to cover the relevant matter.

13.4 The Resident must notify the Licensor immediately:

- 13.4.1 if during the Duration the Resident ceases to be on a full time course of study with an educational institution in the United Kingdom providing full time education to individuals; and
- 13.4.2 of any damage to the Room, Common Areas and/or Contents as soon as possible to the Licensor by emailing [.]

13.5 The Resident is responsible for insuring the Resident's personal property.

#### 14 Licensor's Obligations

14.1 Subject to the other provisions of this Licence, the Licensor will use reasonable endeavours to keep in a satisfactory state or repair and condition and (where applicable) in working order:

14.1.1 the structure and the outside and inside of the Common Areas excluding any Flat Common Areas;

14.1.2 the installations which supply electricity, space heating, lighting and hot and cold water to the Building; and

14.1.3 the drains and other installations for the purposes of sanitation which serve the Room or if the Room is within a flat in the Building the Flat Common Areas.

14.2 The Licensor will not incur any liability to the Resident for any temporary disruption in services caused by something beyond the Licensor's control. The Licensor will try to restore any interrupted services as soon as possible.

#### 15 Reserved Rights

In addition to the rights reserved at clause 12.2, the Licensor and those authorised by the Licensor (including employees, agents, workmen and contractors) have the right on giving at least 24 hours' prior notice save in an emergency when no such notice will be needed to enter the Room, the Common Areas and any part of the Building to:

15.1 inspect the Room, the Common Areas, the Contents and any part of the Building for any purpose or otherwise check compliance with the Resident's obligations;

15.2 inspect, maintain or carry out works to any part of the Building or to the service media or services within the Building or to any property adjacent to the Building;

15.3 put up To Let or For Sale notices and allow prospective purchasers or tenants to view the Room and/or the Building;

15.4 carry out any works or perform any obligations under this Licence and/or under statute, order, regulation, instruments or subordinate legislation or otherwise required under law;

15.5 carry out any works which are otherwise the Resident's obligation but which the Resident has failed to carry out;

15.6 move any item belonging to the Resident or which is present within the Resident's Room, where permitted in terms of this Licence; and

15.7 respond to a medical or other emergency or suspected danger to the Resident's or a guest's welfare or to check on the health and wellbeing of the Resident or a guest.

The Licensor and those authorised by the Licensor have no liability for loss or damage to the Resident's property.

#### 16 Licensor's Right to Terminate

16.1 The Licensor has the right to terminate the Resident's booking and this Licence by written notice to that effect to the Resident and to grant a licence to occupy the Room to a third party in the following circumstances:

- 16.1.1 if the Resident and/or the Guarantor (as the case may be) fails to comply with the terms of clause 9.1 and/or 10.2;
- 16.1.2 if the Licence Fee in terms of clause 5 or any other sum payable by the Resident under this Licence is unpaid on the due date (whether demanded or not);
- 16.1.3 if during the Duration the Resident ceases to be on a full time course of study with an educational institution in the United Kingdom providing full time education to individuals;
- 16.1.4 if there is any other breach of the obligations under this Licence, the Resident's Handbook and/or the Nido Regulations; and
- 16.1.5 if the Room is destroyed or made uninhabitable or inaccessible by fire or other event, and reinstatement has not or is unlikely to have occurred within 2 months of the date of such fire or other event,

provided always that in the case of late payment of the Licence Fee or any other sum payable by the Resident under this Licence or in the case of any other breach which in the Licensor's proper and reasonable opinion could be remedied (albeit late) the Licensor will only terminate this Licence if the Licensor or the manager of the Building has first served notice on the Resident giving the Resident 14 days within which to remedy the breach and such breach has not been remedied within such period;

16.2 If the Licensor refuses the Resident entry to the Room in terms of clause 16.1 this Licence will continue and notwithstanding that the Resident has been denied entry:

- 16.2.1 the Resident will not be entitled to any suspension of, or reduction in, any payment due under this Licence for the period in which the Resident is denied entry; and
- 16.2.2 the Resident will pay to the Licensor Interest on any outstanding sum of money payable by the Resident in terms of this Licence from the date when it became due or, if there is no such date specified, the date of demand for such sum until such sum is paid.

16.3 If the Licensor terminates this Licence in terms of clause 16.1 then notwithstanding that the Resident has been denied entry:

- 16.3.1 the Resident will not be entitled to any suspension of, or reduction in, any payment due under this Licence for the period from and including the Start Date to and including the Termination Date;
- 16.3.2 the Resident will pay to the Licensor Interest on the outstanding sum of money payable by the

Resident in terms of this Licence from the date when it became due or, if there is no such date specified the date of demand for such sum until and including the Termination Date;

16.3.3 the Resident will pay to the Licensor the proportion relative to the period from and including the Start Date until and including the Termination Date, of all (if any) vouched costs of the Licensor in relation to the Room, including insurance costs, common charges and managing charges;

16.3.4 the Resident will be liable for any loss, expense or inconvenience of the Licensor which may include:

16.3.4.1 all costs and expenses incurred in relation to the re-marketing of the Room and granting a new licence to occupy;

16.3.4.2 any shortfall between the licence fee received by the Licensor under any such new licence and the Licence Fee under this Licence; and

16.3.4.3 financial losses including increased funding costs which the Seller would not have incurred had the instalment been paid on the relevant instalment date and interest which the Seller could have earned on the instalment had it been paid on the relevant instalment date; and

16.3.5 this Licence will terminate immediately but such termination will not affect the Licensor's rights against the Resident in relation to any breach of the Resident's obligations which occurred prior to the date of such termination.

## 17 At the Termination Date

17.1 In relation to the Security Deposit:

17.1.1 on or after the Termination Date the Resident should request the return of the Security Deposit by emailing the Deposit Scheme and keep evidence of the request;

17.1.2 on or around the Termination Date the Resident will be given the opportunity to attend a check out inspection with a representative of the Licensor with a view to reaching agreement as to what, if any, deductions the Licensor will make from the Security Deposit. However, the Licensor reserves the right to give the Resident notice of the Licensor's intention to draw on the Security Deposit at any time in payment of any sums due from or spent on behalf of the Resident under this Licence; and

17.1.3 repayment of the Security Deposit shall be governed by the TDS Regulations.

- 17.2 Prior to the Termination Date the Resident must contact the Licensor to book the Resident's allocated check out time on the Termination Date by emailing [.] or by telephoning [.] or by contacting the Building manger in person at [.] and at the allocated check out time (or if the Resident has failed to arrange a check out appointment at 10am) on the Termination Date the Resident will no longer be entitled to use any part of the Building and the Resident must on or prior to the allocated check out time or 10 am (as the case may be) on the Termination Date:
- 17.2.1 complete and submit a check out form and provide the Licensor with contact details for both the Resident and the Guarantor (including the Resident's new postal address and any change to either Party's telephone number and email address) to allow the Licensor to contact the Resident and/or Guarantor regarding any of their obligations under this Licence;
  - 17.2.2 return all keys, security passes, keycards and/or fobs (including digital or mobile keys, security passes, keycards and/or fobs) for the Room or any other part of the Building (including doors, windows, mail boxes and if the Room is within a flat in the Building for the relevant flat) including any additional copies made to the Licensor;
  - 17.2.3 remove the Resident's property, personal possessions and rubbish from the Building; and
  - 17.2.4 leave the Room, Common Areas, Contents and the Building in the condition consistent with implementation of the Resident's obligations.
- 17.3 The Licensor is authorised to store or dispose of any of the Resident's property which is left in the Building after the time of check out on the Termination Date. If the Resident leaves any item the Licensor will store such item and make reasonable attempts on at least 2 occasions to contact the Resident to give the Resident the opportunity to collect it. If uncollected within 7 days of the Termination Date the Licensor may dispose any such item as the Licensor considers appropriate. It shall be at the Licensor's discretion as to whether to store any such item for a longer period. The Licensor will be entitled to recover the cost of storage and/or disposal from the Resident. If the Licensor disposes of any property which does not belong to the Resident in the mistaken belief that such property belonged to the Resident the Resident must indemnify the Licensor for any costs, expenses or other liability incurred or suffered by the Licensor as a result.
- 17.4 At least one month prior to the Termination Date, or if shorter notice is given of the Termination Date as soon as possible after receiving such notice, the Resident must inform all parties who send mail or other items to the Room of the Resident's new postal address details for the period from and after the Termination Date. The Licensor will not accept delivery of mail or any other items for the Resident on or after the Termination Date and any such mail or items will either be refused or marked "Gone Away", and this includes if the Resident is returning to the Building under a separate licence to occupy for the subsequent academic year.

## 18 Information

The Resident and the Guarantor consent to the Licensor and those acting on behalf of the Licensor holding and processing the personal information of the Resident and the Guarantor (including sensitive personal data) in order to perform the Licensor's obligations and functions under this Licence and consent to the disclosure of such personal information to a third party or third parties who are entitled to receive this information.

## 19 Electronic Receipt

The Parties consent to receive by electronic email receipt all notices, disclosures, authorisations, acknowledgements and other documents that are required to be provided or made available to the relevant Party by any other Party in respect of this Licence.

## 20 Guarantee

20.1 In consideration of the Licensor granting the Licence to the Resident the Guarantor undertakes, as an independent and continuing obligation, to the Licensor that if the Resident fails timeously to observe and perform any of the Resident's obligations under this Licence then the Guarantor will:

20.1.1 pay to the Licensor within 10 days of receipt of a written demand any monies which are, in terms of this Licence, due by the Resident to the Licensor but have not been paid (the "**Monies**");

20.1.2 perform any of the Resident's obligations due to have been performed by the Resident but which have not been performed or if such obligations cannot be performed pay to the Licensor on demand any loss suffered by the Licensor as a result of the Resident's breach;

20.1.3 indemnify and keep the Licensor indemnified from and against all and any losses, costs and expenses suffered or incurred by the Licensor arising out of, or in connection with, any failure by the Resident to observe or perform any of the Resident's obligations under this Licence; and

20.1.4 pay to the Licensor within 10 days of receipt of a written demand the amount of all costs and expenses (including legal and other costs and expenses and any value added tax on those costs and expenses) incurred by the Licensor in connection with:

20.1.4.1 the preservation, or exercise and enforcement, of any rights under or in connection with the guarantee in this clause 20 or any attempt to do so; and

20.1.4.2 any discharge or release of the guarantee in this clause 20.

20.2 The Guarantor accepts that none of the following will entitle the Guarantor to decline fully to implement its obligations under clause 20.1, namely:

20.2.1 any failure or delay by the Licensor in enforcing against the Resident the payment of the Monies or the observance or performance of the Resident's obligations;

20.2.2 the giving of time by the Licensor to the Resident in relation to the payment of the Monies or the observance or performance of the Resident's obligations;

20.2.3 any failure or delay by the Licensor in taking proceedings against the Resident or any of the Resident's assets for the payment of the Monies



- or the observance or performance of the Resident's obligations;
- 20.2.4 any variation or modification of this Licence, the Resident's Handbook and the Nido Regulations whether or not the Guarantor was a party to such variation or modification;
- 20.2.5 the death of the Resident;
- 20.2.6 the termination of this Licence; or
- 20.2.7 any other act, omission, matter or thing as a result of which (but for this clause 20.2) the Guarantor would be exonerated (in whole or in part) from its obligations under this clause 20.
- 20.3 The Guarantor accepts that the guarantee in this clause 20 shall be in addition to and independent of any security held by the Licensor from time to time in respect of the discharge and performance of the Resident's obligations under this Licence.
- 20.4 The Guarantor waives any right to require the Licensor first to take proceedings against the Resident or any of the Resident's assets before enforcing the Licensor's rights against the Guarantor under this clause 20.
- 20.5 The Guarantor accepts that the rights of the Licensor under this clause 20 shall also benefit, and be enforceable by, all successors to the interest of the Licensor under this Licence.
- 20.6 If the Licensor recovers any sums from the Guarantor under the guarantee in this clause 20 and subsequently recovers from the Resident any sum in respect of the same liability then the Licensor will pay to the Guarantor the sum recovered from the Resident up to the amount paid by the Guarantor within one month or recovery of same from the Resident.
- 20.7 The Guarantor must notify the Licensor of any changes in the Guarantor's postal address, telephone number and email address.

## 21 Notices

Any notice or demand in terms of this Licence:

- 21.1 which is served by the Licensor on the Resident must also be copied to the Guarantor;
- 21.2 will be deemed to be properly served:
- 21.2.1 on the Resident if sent by first class post to or delivered by hand to the Room or the Resident's last known address or sent by email to the Resident's last known email address;
- 21.2.2 on the Guarantor if sent by first class post to or delivered by hand to Guarantor's last known address or sent by email to the Guarantor's last known email address;
- 21.2.3 on the Licensor if sent by first class post to or delivered by hand to either (a) the Licensor's registered office or such other address as may subsequently have been notified to the Resident or (b) the Licensor marked for the attention of the

building manager at the Building, or sent by email to the Licensor's last known email address;

- 21.3 delivered by hand will be deemed to have been served the day after delivery;
- 21.4 sent by email shall be deemed to have been served the day after sending; and
- 21.5 sent by post shall be deemed to be served 2 Working Days after the date of posting.

## 22 **Entire Agreement**

- 22.1 This Licence (including any documents referred to in this Licence and any documents entered into or referred to on the same date, or in the future, in supplement to this Licence) constitutes the entire agreement between the Parties; and supersedes any prior agreements, understandings, negotiations and discussions between the Parties, whether oral or written.
- 22.2 Each Party acknowledges that in entering into this Licence it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Licence or in any documents referred to in this Licence.

## 23 **No 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.

## 24 **Partial Voiding, Invalidity or Unenforceability**

If, at any time, any provision of this Licence becomes or is held to be void or of no effect or unenforceable (whether by operation of law, by reason of uncertainty or otherwise), that shall not affect the validity or enforceability of any other provisions of this Licence, all of which shall remain in full force and effect.

## 25 **Governing Law and Jurisdiction**

- 25.1 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.
- 25.2 Each Party irrevocably agrees that the courts of England and Wales shall have non-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).

## 26 **General Data Protection**

The Resident and the Guarantor each acknowledge and accept that:

- 26.1 they have read and understood the general data protection policy on the Licensor's website relating to the holding, storage, use and sharing of personal information of the Resident and/or the Guarantor and that of any family member, carer and/or emergency contact the Resident and/or the Guarantor (as the case may be) provide to the Licensor.
- 26.2 if the Resident and/or the Guarantor provide the Licensor or its agent with details of any family member, carer and/or emergency contact the Resident and/or the Guarantor (as the case may be) must notify such individual of the details given to the Licensor and must share the terms of the general data protection policy on the Licensor's website and the terms of this clause 26 with such individual.

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

Signed by the Resident

Signature: .....

Print full name: .....

Signed by the Guarantor (if applicable)

Signature: .....

Print full name: .....

Signed by the Licensor

Authorised Signatory .....

Print full name: .....

Do Not Copy

**This is the Schedule referred to in the foregoing Licence to Occupy**

Building	has the meaning ascribed in clause 7.1.
Common Areas	means, if the Room is within a flat, any communal areas within the Building and the Flat Common Areas of the flat in which the Room is located excluding any rooms within the Building designed to be exclusively occupied including any furnishings, fittings, fixtures or equipment within such communal areas; and means, if the Room is not within a flat, any communal areas within the Building including any furnishings, fittings, fixtures or equipment within such communal areas but excluding (i) any rooms within the Building designed to be exclusively occupied and (ii) the Flat Common Areas.
Contents	means the list of furniture and effects in the Room, and if applicable the Flat Common Areas, provided by the Licensor as listed in the Inventory.
Deposit Scheme	means: Name: [.] Address: [.] Telephone: [.] Email address: [.] being an approved tenancy deposit scheme provider
Duration	has the meaning ascribed in clause 7.1.
Guarantor	means the guarantor of the Resident (if relevant) who will guarantee the performance of the Resident's obligations, including payment of the Licence Fee, in the event it is paid in instalments, as set out in this Licence.
Flat Common Areas	means the communal areas within a flat in the Building.
Holding Deposit	has the meaning ascribed in clause 6.1.
Insured Risk	means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, notifiable or specified diseases, prevention of access (non damage) and any other risks against which the Licensor decides to insure from time to time and Insured Risk means any one of the Insured Risks.
Interest	means interest on the sum in question at 4% per annum above the base rate from time to time of The Royal Bank of Scotland (or such other UK bank as the Licensor nominates).
Inventory	means the inventory containing the list of Contents and recording the general condition of the Room, the Contents and if the Room is in a flat in the Building of the Flat Common Areas.
Licence	means the licence created under this agreement.
Licence Fee	has the meaning ascribed in clause 5.
Licensor's Policies	means all insurance policies put and kept in place by the Licensor to the extent relating to the Building or risks associated with it (but not to any other building or property) in respect of any Insured Risk.

Nido Regulations	means all reasonable regulations which the Licensor or the manager of the Building may issue from time to time for the purposes of ensuring the safety, cleanliness, security and general good management of the Building.
Parties	means the parties to this licence to occupy and " <b>Party</b> " shall be construed accordingly.
Resident's Handbook	means the Resident's Handbook available at <a href="https://www.nidostudent.com/wp-content/uploads/2019/11/NS-Handbook.pdf">https://www.nidostudent.com/wp-content/uploads/2019/11/NS-Handbook.pdf</a> , as amended from time to time or as otherwise notified by the Licensor from time to time.
Room	has the meaning ascribed in clause 7.1.
Room Type	has the meaning ascribed in clause 7.1.
Reserved Rights	means the reserved rights set out in clause 15.
Security Deposit	has the meaning ascribed in clause 7.1.
Start Date	means the commencement of the period of this Licence.
TDS Regulations	means the Housing Act (2004).
Termination Date	means the End Date or date of earlier termination of this Licence by the Licensor.
Working Day	means any day, excluding Saturdays, Sundays and public holidays, during which the clearing banks in Scotland and England are open for business.

- 1 Any obligation in the foregoing Licence on either the Licensor or the Resident or the Guarantor not to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any person under their respective control. Any guest of the Resident is treated, for the purposes of this Licence, as under the control of the Resident.
- 2 Any right reserved to the Licensor under this License may also be exercised by any superior landlord or other person authorised by the Licensor.