

LICENCE AGREEMENT

OWNER	SC Claypath Management Limited (Company No. 08882637) c/o Student Castle, 16 D'Arblay Street, London W1F 8EA
OCCUPIER DETAILS	Name: _____ Home Address: _____ _____ _____ Home Tel No: _____ Mobile Tel No: _____ Email Address: _____ Uni/College: _____
AGENT	Student Castle Limited (Company No. 0711911) of 16 D'Arblay Street, London W1F 8EA
DEVELOPMENT	Student Castle, 18-29 Claypath, Durham, DH1 1RH Including all stairwells, corridors and lobbies, the laundry room, and any common room facility within the building or buildings, and in addition all external areas of the development accessible to or by occupiers.
FLAT/ROOM	or such alternative Room (being of the same Room Type or of no lesser standard) within the Development as the Owner may specify on reasonable prior written notice to the Occupier from time to time during the Residential Period.
ROOM TYPE	
RESIDENTIAL PERIOD	_____ and any continuation or extension of it whether by agreement or otherwise
1ST PAYMENT DAY	

TOTAL LICENCE FEE	for the Residential Period
	Please note – If the Occupier can provide a bona-fide UK-based guarantor the licence fee can be paid in three payment instalments as stated below– otherwise the full sum will have to be paid in advance of move-in. Please make payment at page at http://booking.studentcastle.co.uk/signin/
GUARANTOR	A UK based guarantor is required for you to pay your licence fee in three instalments. A guarantor is someone who lives and works in the UK and is willing to sign the licence on your behalf to guarantee to pay your Licence Fee should you default on any payment. They must be able to provide a UK proof of address, Proof of ID and pass a credit check. If you do not have a guarantor then you must pay the total licence fee in advance. Please note that the guarantor cannot be another student.
1ST PAYMENT	due on
2ND PAYMENT	due on
3RD PAYMENT	due on
BOOKING FEE	£250.00 (This is a non-refundable fee required to secure your room. On commencement of your licence this fee converts to a refundable security deposit).
DEPOSIT	£250.00 (On commencement of your licence your booking fee above converts into a refundable security deposit. Note: Only one sum of £250.00 is payable.)
ROOM ITEMS	The items to be provided in the Room and listed under the heading 'Room Items' in the inventory supplied on arrival.
SHARED AREAS	The kitchen/dining areas together with the corridor within a cluster flat (where applicable)
SHARED ITEMS (where applicable)	Any items supplied by the Owner in the Shared Areas
DEPOSIT SCHEME	The Deposit Protection Service tenancy deposit scheme for the purposes of the Housing Act 2004 – see https://www.depositprotection.com
SCHEME ADMINISTRATOR	The Administrator of either a custodial or insurance Deposit Scheme.

STAKEHOLDER	Means to hold the deposit as a third party, rather than acting as agent of the Owner.
ADR	Means Alternative Dispute Resolution which is an alternative to taking action through the Courts. ADR is evidenced based and it is unlikely that the parties will meet the Adjudicator. Both parties are given the opportunity to present their case in writing to a trained Adjudicator who will analyse the evidence and make a binding decision as to how the Deposit should be distributed.
ADJUDICATOR	Means the adjudicator under an ADR process.

1 Definitions and interpretation of this agreement

- 1.1 In this Agreement the terms in bold capitals on the cover page of this Agreement have the meanings set out next to them.
- 1.2 Text in bold set out in boxes in this Agreement is for guidance and information only and does not form part of this Agreement. Any reference to Agreement refers to this agreement.
- 1.3 The term “Owner” includes not only the company named on the cover page but also any other persons or companies who may legally succeed it.
- 1.4 Any reference to “Licence” refers to the licence to occupy created under this Agreement.
- 1.5 The term “Agreement” includes the provisions of this Agreement and any document referred to within it, including Student Castle’s Acceptable Behaviour Policy and its Privacy Policy (<http://www.studentcastle.co.uk/privacy-policy>). In the event of any inconsistency between the provisions of this Agreement and those other documents the provisions of this Agreement shall prevail.
- 1.6 Clause headings do not affect the interpretation of this Agreement.
- 1.7 The licence fee under this Agreement (the “Licence Fee”) accrues weekly in advance but for administrative convenience it will be collected by way of the three instalments specified in clause 3.1 (unless paid in full at the outset of the Licence). The total Licence Fee for the Residential Period is the Total Licence Fee specified on the cover page of this Agreement.
- 1.8 The Agent has been authorised to act on behalf of the Owner as its agent in connection with the operation of this Agreement. However, for the avoidance of doubt, supplies under this Agreement are made by the Owner and not the Agent.
- 1.9 Any provision of this Agreement which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of this Agreement and the remainder of such provision shall not be affected.
- 1.10 The Occupier is liable both jointly with other occupiers of the Development and separately as an individual for damage caused to any communal or shared areas in the Development.
- 1.11 Notwithstanding this Agreement is not an assured shorthold tenancy the Owner has elected to protect the Deposit via the Deposit Scheme and the Deposit will be held by the Scheme Administrator as security for the compliance by the Occupier with its obligations under this Agreement and the payment, holding and use of the Deposit shall be without prejudice to any other rights and remedies of the Owner, whether express or implied. For licence periods of less than an initial 26 weeks in duration, the deposit may not be protected with the Deposit Scheme and may be held by the Owner for the licence period.
- 1.12 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes

any subordinate legislation for the time being in force made under it.

2 Grant of Licence & Inventory

- 2.1 In consideration of the Licence Fee and subject to the terms of this Agreement, the Owner grants the Occupier the right during the Residential Period to occupy the Room within the Flat as a licensee only and gives the Occupier the right to use in common with all other persons authorised by the Owner the Shared Items (where applicable), Shared Areas and other communal facilities within the Development for the Residential Period.
- 2.2 The Room which you will be entitled to occupy as a licensee will be allocated to you by the Owner. Whilst the Room Type will be as described in this Agreement, the location is within the discretion of the Owner.
- 2.3 Subject to clause 2.4, you are entitled to occupy the Room allocated to you by the Owner from the commencement of the Residential Period and you must vacate the Room not later than the end of the Residential Period or sooner than the termination of this Agreement.
- 2.4 The Owner may move you to another Room of the same type (or a Room of no lesser standard) at any time, on reasonable notice, if the Owner considers it necessary or desirable for maintenance, to avoid difficulties between residents, for the better management of the Development, or for any other reason within the discretion of the Owner. The terms and conditions of this Agreement will apply to any alternative accommodation to which you are transferred under this clause 2.4 whether or not this is temporary.
- 2.5 By signing this Agreement you acknowledge that:
- (a) the rights conferred on you by this Agreement are limited to the right to occupy the Room as a licensee only for the period specified in this Agreement;
 - (b) nothing in this Agreement confers or creates any relationship of landlord and tenant; and
 - (c) your rights under this Agreement are personal to the Occupier and the Occupier will not deal in any way whatsoever with the benefit of this Agreement.
- 2.6 The Occupier must complete the online inventory found within your Student Castle Booking Account within 7 days of moving into the Room. If the inventory is not available online then the Occupier must sign and return a hard copy within 7 days. If no Inventory is completed the Occupier accepts that the Room and its contents are in good condition and working order.

3 Licence Fee and other charges

3.1 The Occupier shall pay the Licence Fee in advance in accordance with the Licence Fee Instalments as follows:

1st Payment £	on or before	("1st Payment Date")
2nd Payment £	on or before	
3rd Payment £	on or before	

3.2 The Occupier shall pay the 1st Payment of Licence Fee to the Owner on or before the 1st Payment Date by logging into <http://booking.studentcastle.co.uk/signin/>. The 2nd Payment and the 3rd Payment of the Licence Fee shall be made in the same manner on or before the 2nd and 3rd Payment Date.

3.3 If the Licence Fee or any other sum due to the Owner under this Agreement, or any part of them, is unpaid for 7 days after becoming due and payable (whether demanded or not) the Occupier shall pay to the Owner an administration fee of £30 and thereafter interest on the outstanding sum calculated on a daily basis at the rate of 3% above the base rate of HSBC plc from time to time and the Owner may, in its absolute discretion, choose to recover any such unpaid Licence Fee or other sums (together with the administration fee and interest) by charging the debit or credit card used by the Occupier to make any payment to the Owner and the Occupier hereby (for itself or as agent for the cardholder) authorises the Owner to take such payments in this way.

3.4 The Occupier shall not reduce any payment of Licence Fee by making any deduction from it or by setting any sum off against it for any reason.

3.5 The Occupier will be responsible for obtaining and paying for a television licence for any television used in the Room and (if applicable) shall be responsible individually and jointly with other occupiers of the Flat for any television in the Shared Areas.

3.6 Normal residential use of electricity, gas, water, and sewerage utility services is included within the Licence Fee. The Owner reserves the right to recharge the Occupier for non-residential unreasonable or excessive use of such services.

4 Booking Fee

4.1 The Occupier will pay the Booking Fee to the Owner with their application for accommodation.

4.2 The Booking Fee is non-refundable should an offer of accommodation be made by the Owner and is refused by the Occupier or the Occupier fails to take up occupation.

4.3 On commencement of your Licence the booking fee converts to a refundable security deposit.

4.4 Further details of the Booking Fee and cancellation policy are available on the Agent's website www.studentcastle.co.uk

4.5 Should the Occupier leave prior to the end of the Residential Period and a replacement

Occupier is found the Occupier will pay an administration fee of £350 which will be deducted from any refund due to the Occupier

- 4.6 If the Occupier would like to change room for any reason after moving in, this may be permitted, subject to availability. Please check with the management team for availability. A Room Move Fee of £50 will be applied to your account, plus any cleaning or maintenance costs to restore the room to its original condition.

5 Deposit

- 5.1 On commencement of your Licence and receipt of cleared funds for your first Licence Fee instalment, whichever is the later, your Booking Fee of £250 converts to a refundable deposit.

- 5.2 The Owner agrees for the benefit of the Occupier that, notwithstanding the fact that this Agreement is not an assured shorthold agreement, the Owner shall voluntarily procure that the Deposit is held in accordance with the rules of the Deposit Scheme.

- 5.3 The Owner will pay the Deposit to the Deposit Protection Service.

- 5.4 The Deposit is safeguarded by the Scheme Administrator who is

The Deposit Protection Service

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Tel No: 0844 4727000

Website: www.depositprotection.com

6 Purpose of Deposit

- 6.1 The Deposit has been taken for the following purposes:

- (a) any damage, or compensation for damage, to the Room, its fixtures and fittings or for missing items for which the Occupier may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Licence and insured risks and repairs that are the responsibility of the Owner;
- (b) the reasonable costs incurred in compensating the Owner for, or for rectifying or remedying any major breach by the Occupier of the Occupier's obligations under this Agreement, including those relating to the cleaning of the Room, the Flat or its fixtures and fittings;
- (c) any unpaid accounts for the services referred to in clause 3.6;
- (d) any Licence Fee or other money due or payable by the Occupier under this Agreement of which the Occupier has been made aware and which remains

unpaid after the end of the Licence including the administration fee of £350 payable where the Occupier leaves prior to the end of the Residential Period and a replacement Occupier has been found.

7 Deductions from Deposit

- 7.1 At the end of the Licence, the Owner shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Room, the Room Items, the Flat or the Shared Items (except for fair wear and tear);
 - (b) replace any of the Room Items or Shared Items which may be missing from the Room or the Flat;
 - (c) pay any accounts for the services for which the Occupier may be liable under clause 3.6 (due to non-residential, unreasonable or excessive use of such services) and which remain unpaid;
 - (d) pay any Licence Fee which remains unpaid; and
 - (e) pay for the Room, the Room Items, the Flat and the Shared Items to be cleaned if the Occupier is in breach of its obligations under clauses 10 and 11.
 - (f) any other money due or payable by the Occupier under this Agreement of which the Occupier has been made aware and which remains unpaid after the end of the Licence including the administration fee of £350 payable where the Occupier leaves prior to the end of the Residential Period and a replacement Occupier has been found.

8 End of Licence

- 8.1 The Owner will inform the Scheme Administrator within 28 working days if it is to return the Deposit of the Occupier in full or any deductions are to be made
- 8.2 The Occupier can agree to these deductions in full, in part or reject them. Any undisputed amounts will be returned within 5 working days of the Occupier responding to the Scheme Administrators communication. If deductions are rejected then the Owner and Occupier will be asked if they wish to use the ADR service. If both parties agree to use the ADR service then both parties will be asked to supply evidence to support their claim to the Scheme Administrator within 10 working days. The matter will be passed to the Adjudicator who will endeavour to reach a decision within 28 days. The Scheme Administrator will then distribute the disputed sum in accordance with the Adjudicator's decision, within 10 working days of that decision.
- 8.3 The statutory rights of the Owner and the Occupier to take legal action through the County Court remain unaffected by this clause 8.

9**The Guarantor**

- 9.1 In consideration of the Owner entering into this Agreement, the Guarantor guarantees to the Owner that the Occupier shall pay the Licence Fee and observe and perform the Occupier's obligations under this Agreement and that if the Occupier fails to pay the Licence Fee or to observe or perform any of its obligations, the Guarantor shall pay or observe and perform them.
- 9.2 The Guarantor covenants with the Owner as a separate and independent primary obligation to indemnify the Owner against any failure by the Occupier to pay the Licence Fee or any failure to observe or perform any of the Occupier's obligations under this agreement.
- 9.3 The liability of the Guarantor under clause 9.1 and clause 9.2 shall continue until the Licence comes to an end and the Occupier is released from its obligations under this Agreement.
- 9.4 The liability of the Guarantor shall not be affected by:
- (a) any time or indulgence granted by the Owner to the Occupier; or
 - (b) any delay or forbearance by the Owner in enforcing the payment of the Licence Fee or the observance or performance of any of the Occupier's obligations under this Agreement or in making any demand in respect of them; or
 - (c) the Owner exercising any right or remedy against the Occupier for any failure to pay the Licence Fee or to observe or perform the Occupier's covenants of this Agreement;
 - (d) the Owner taking any action or refraining from taking any action in connection with the Deposit; or
 - (e) The Occupier dying or becoming incapable of managing his or her affairs.

10**Care of the accommodation**

- 10.1 The Occupier will:
- (a) not alter or damage the Room or Room Items and will keep them in a clean and tidy condition;
 - (b) not damage or mark or change the decorative finish of the Room or Shared Areas;
 - (c) jointly with the other occupiers keep the Shared Areas in a clean, tidy and hygienic condition;
 - (d) not alter, damage, litter or obstruct the use of the Shared Areas;
 - (e) not cause or permit any damage to any part of the Development;
 - (f) not remove any Room Items or Shared Items from the Flat;
 - (g) notify the Owner of all repairs and/or maintenance work which the Occupier

considers necessary to the Room, the Flat or the Development as soon as such repairs or maintenance work are apparent;

- (h) not attempt to carry out any repairs or maintenance works to any part of the Development, including the Flat and the Room, any of the Shared Items and the Room Items;;

The above clause is required in the interests of health and safety. The Owner's staff will attend to repairs and maintenance.

- (i) not tamper or in any way adjust safety controls to any windows such as to override the safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designed limits;
- (j) not bring any of the following items into the Flat without the written consent of the Owner: upholstered furniture (such as sofas and arm chairs), heating equipment or any electrical equipment which does not comply with all relevant British Standards;

The above clause is required in the interests of fire safety for all occupiers of the Development.

- (k) not mark or label any keys and to report the loss of them immediately to the Owner;

This is so that if keys are lost, they cannot be identified with the Flat to which they belong.

- (l) take all reasonable steps to ensure that the Room and the Flat are kept secure from the intrusion of unauthorised persons (including shutting and locking windows and doors when the Occupier leaves);
- (m) comply with the Owner's published Personal Electrical Appliance Policy, including removal of faulty or damaged items and overloading of sockets;
- (n) comply with the Owner's published Acceptable Behaviour Policy as amended from time to time; and
- (o) comply with the Owner's published Internet Usage Policy section of the Acceptable Behaviour Policy as amended from time to time and the Owner reserves the right to terminate such service without compensation for breach of that policy and/or for continued Licence Fee arrears or other payments due or outstanding of over 14 days.

10.2 The Occupier states and confirms to the Owner that he/she is a student registered with the University/College or will be at the commencement of the Residential Period.

11 Proper conduct for communal living

The Occupier will:

- 11.1 use the Room and the Shared Areas for their own private residential purposes only;

- 11.2 not allow any other person to reside on any part of the Development;
- 11.3 not cause any noise which is audible outside of the room it is made in;
- 11.4 not cause any disturbance distress annoyance or damage to any other occupiers of the Development or their property;
- 11.5 in co-operation with the other occupiers of the Development, keep clean and tidy and clear of rubbish the parts of the Development which the Occupier is entitled to use solely or in common with others and will pay to the Owner on demand any additional cost for cleaning or clearing of such areas arising from breach of this obligation by the Occupier or their visitors or will pay a proportionate share as determined by the Owner;
- 11.6 not tamper with, misuse or damage any equipment or other things in the Development which are provided by the Owner in the interests of health and safety of persons in the Development (including but not limited to fire fighting equipment and fire doors) (a standard charge of £50 will be applied to your account if you are found to be tampering with fire equipment. Further breaches could result in eviction procedures commencing against you);
- 11.7 pay, on written demand, a reasonable sum as defined in the Owner's published schedule of charges or as required by the relevant emergency service to cover any costs incurred by the Owner if the Occupier sets off a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency fire services or the evacuation of any buildings;
- 11.8 not prepare or cook food anywhere other than in the kitchen in the Flat and not keep or use deep fat frying equipment anywhere on the Development;
- 11.9 not keep or use candles or any open flame, lighting or heating equipment anywhere in the Room or the Flat;
- 11.10 comply with any reasonable written regulations issued from time to time by the Owner in connection with the use of the Shared Areas and/or Shared Items and conduct in the communal areas of the Development generally;
- 11.11 not affix any notice poster or similar article anywhere in the Development except on the notice boards (if any) provided making good any damage caused or paying the Owner's reasonable costs for failure to comply;
- 11.12 comply with all relevant legislation and other legal requirements in connection with the Occupier's use and occupation of the Flat and general conduct in the Development;
- 11.13 not park or allow any visitor to park any car or other vehicle on the grounds of the Development without a permit where applicable.
- 11.14 not sub-licence or assign the whole, or any part, of the Room or Flat or any of the Occupier's rights under this Agreement nor part with or share possession or share occupation of the Room;

**“Sub-licencing” means renting the Room to another person or persons.
“Assigning” means transferring rights under this Agreement to another person or persons.**

- 11.15 use best endeavours to ensure that the Occupier’s visitors comply with clauses 10 and 11 of this Agreement headed “care of the accommodation” and “proper conduct for communal living”;
- 11.16 complete the online induction within the Student Portal within 7 days of moving in. This contains important fire safety information;
- 11.17 not smoke, including using E-cigarettes, in the Development other than in the outside designated smoking areas (if any). A standard charge of £50 will be applied to your account if you are found smoking in your room or evidence of smoking is detected. Further breaches could result in termination of the Licence;
- 11.18 not bring onto or allow to be stored or kept or used within the Room, Flat or Development and to report to the Owner or any of its staff the presence of any:
- (a) animals or pets of any description;
 - (b) liquid or gaseous fuel, noxious or explosive substance or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;
 - (c) illegal drugs or substances whether for the Occupier’s own use or otherwise unless prescribed by a bona fide medical practitioner; and
 - (d) weapons or imitation weapons of any form.
- 11.19 not commit any form of harassment on the grounds of race, religion, sex or disability or any other act which may become a nuisance or annoyance, or cause offence to any other occupiers or visitor, or to any owner or occupier of any neighbouring property;
- 11.20 not alter or add to the Room, Flat or Development nor re-decorate the whole or any part of it or the interior, nor allow anyone else to do so;
- 11.21 not use the Room, Flat or the Development or any part of it, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome (including the playing of loud music at any time) illegal or immoral or which are or may become a nuisance or annoyance to the Owner or the other occupiers of the Flat, the Development or any neighbouring property;
- 11.22 not run a trade or business from the Room, Flat or Development;
- 11.23 not act or fail to act in a way which will or may result in any policy of insurance in respect of the Development becoming void or voidable or whereby the premium or excess therefor and therein may be increased;
- 11.24 not install any wireless or television pole, aerial, satellite dish or apparatus on the Development;

- 11.25 not use, threaten, harass or commit any violence against any other occupier or bona fide visitor or against the Owner, the Agent or any of their staff or agents;
- 11.26 not expose or allow to be hung any laundry washing or other items so as to be visible from outside the Flat and not to dry clothes on any storage or electrical convector or fan heaters;
- 11.27 not store bicycles in the Room, Flat or any balconies, access ways or staircases but instead will store any bicycle in the designated bicycle storage areas. In the event that the Owner is required to remove any bicycle stored in breach of this clause the Occupier shall pay to the Owner on demand £25 before the release of the bicycle to the Occupier.

12 Access by the Owner

- 12.1 The Occupier must permit the Owner and the Agent and their staff or agents with any necessary contractors and workman to enter the Flat and the Room at all reasonable times upon reasonable prior notice (save in the event of emergency) in order to:
- (a) carry out the services required under this Agreement;
 - (b) show the accommodation to prospective new occupiers;
 - (c) examine the state and condition of the Flat and the Room and the Shared Items and the Room Items;
 - (d) carry out any repairs to the Room, the Flat or the Development that are reasonably necessary pursuant to the Owner's responsibilities under this Agreement or by statute and for any other reasonable purpose in connection with the management of the Development.
- 12.2 The Occupier acknowledges and agrees that the Owner shall not be liable to the Occupier and the Occupier agrees not to bring any claim in respect of any noise or disturbance caused by works or alterations to the Development or to any adjoining or neighbouring property nor shall the Occupier be entitled to object to any interference with the access or light or air to the Room or Flat resulting from any such works or alterations.

13 At the end of this Agreement

When this Licence comes to an end (however that may be) the Occupier will:

- 13.1 attend a check out inspection by the Owner's site management team and sign a copy of the inspection report;

If the Occupier fails to attend the check out inspection it will be very difficult for the Occupier to challenge the inspection and any charges levied for damage and disposal of refuse and abandoned items.

The availability of check out inspections is subject to staffing levels and demand from Occupiers.

- 13.2 vacate the Room and remove all of their belongings from the Development and leave the Room and the Room Items in the same clean state and condition as they were at the beginning of the Residential Period. The Owner will dispose of any items left in the property after the date this Licence comes to an end. If the Occupier has an outstanding balance on their account and fails to remove any of their property from the Development, 7 days after this Licence comes to an end then the Owner may sell such property as the agent of the Occupier and the Occupier will indemnify the Owner against any liability to any third party whose property is sold by the Owner in the mistaken belief that such property belonged to the Occupier. If after 6 months the sale proceeds net of any disposal and reasonable management costs have not been claimed by the Occupier then the Owner shall be entitled to keep them absolutely;
- 13.3 both jointly with the other occupiers and individually ensure that the Shared Areas and Shared Items are left in the same clean state and condition as they were in at the beginning of the Residential Period;
- 13.4 ensure that any Room Item or Shared Item which may have been moved during the Residential Period is returned to the location that they were in at the start of the Residential Period; and
- 13.5 return to the Owner all relevant keys given to the Occupier at the start of the Licence, and for any not returned at the end of the Licence the Occupier will pay to the Owner a reasonable administrative and replacement charge.

14 Expenses related to breaches of this Agreement or recovering possession

- 14.1 If the Occupier breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Occupier shall pay within 7 days of written demand any reasonable costs incurred by the Owner in remedying such breaches or in connection with the enforcement of those obligations.
- 14.2 If the Owner (acting reasonably) considers that the Occupier is jointly responsible (i.e. together with others) for a breach of this Agreement or a failure to fulfil any of its obligations under this Agreement then the Occupier shall bear a proportion of the reasonable costs incurred by the Owner in remedying such breaches or in connection with the enforcement of those obligations. The proportion will be determined by the Owner (acting reasonably) and the Occupier shall reimburse the Owner for such cost within 7 days of written demand.
- 14.3 The Occupier will also pay on demand all reasonable expenses fees and costs incurred by the Owner in connection with:
- (a) collecting or attempting to collect any sums which are due but unpaid by the Occupier under this Agreement;
 - (b) ensuring that the Occupier gives up occupation of the Room once he/she is no longer entitled to occupy; and
 - (c) losses or damage in accordance with the Owner's published 'schedule of charges', details of which are available from the Owner upon request and a copy of which is attached to this Agreement.

15 **Owner's rights to end the Licence before the expiry of the fixed Residential Period**

- 15.1 The Owner reserves the right to terminate this Agreement (and the Licence granted by it) by written notice to the Occupier with immediate effect if:
- (a) the Licence Fee is unpaid for 21 days after becoming payable whether it has been formally demanded or not;
 - (b) the Occupier is declared bankrupt under the Insolvency Act 1986;
 - (c) the Occupier has breached this Agreement;
 - (d) the Occupier ceases to be a full time student;
 - (e) fire or damage renders the Room or the Flat unfit for occupation and use.
- 15.2 If the Owner terminates this Agreement pursuant to clause 15.1, then the Licence shall immediately end, without prejudice to any right or remedy of the parties to this Agreement in respect of any prior breach of its terms.

16 **Occupier indemnity**

If the Occupier fails to supply to the Owner within 7 days of written request a fully completed certificate of exemption in respect of council tax or ceases to be a full time student but continues to live in the Room then the Occupier must within 7 days of written demand from the Owner reimburse and indemnify the Owner in respect of any Council Tax due in respect of the entire Flat as a result of the Occupier's continued occupation of the Room.

Whilst the Occupier is a student at a prescribed educational establishment he/she does not trigger a Council Tax charge. If the Occupier ceases to be a student and continues living in the Development this may trigger a Council Tax charge for the whole Flat. The Owner expects the Occupier to be responsible for this and any other Council Tax consequences of the Occupier ceasing to be a student.

17 **Owner's obligations**

The Owner agrees to:

- (a) allow the Occupier to enjoy the Room without unnecessary or unwarranted interference;
- (b) to keep the structure and exterior parts as well as plumbing, sanitary conveniences and installations such as electrical wiring and gas piping (if any) in good and safe working order;
- (c) comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and any subsequent amendments;

- (d) provide personal contents insurance (restrictions apply). Please go to <https://www.endsleigh.co.uk/personal/home-insurance/check-your-student-cover/> for further details or check with the site management; and
- (e) at the beginning of the Residential Period equip the Room with the Room Items and, where applicable, the Shared Areas with the Shared Items.

The Owner will not insure items other than the identified Room Items and the Shared Items.

18 Data Protection

- 18.1 By signing this Agreement the Occupier and the Guarantor consent to the Owner 'processing' their 'personal data' (as those terms are defined in the General Data Protection Regulation (GDPR)) as necessary to provide the services and accommodation detailed in this Agreement, and as otherwise set out in the privacy policy at the Agent's website: www.studentcastle.co.uk/privacy-policy.
- 18.2 In particular and without limiting the point just made, the Occupier and the Guarantor give their respective consents to the Owner to disclose to the other party and/or to third parties (including law enforcement agencies) information about them which the Owner obtains pursuant or in connection to its provision of accommodation and as it considers reasonably necessary to fulfil its obligations under this Agreement, applicable law or otherwise.

19 Notices

- 19.1 Any notice to the Owner sent under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post to, or delivered personally to, the Owner's address given on the first page of this Agreement.
- 19.2 Any notice to the Occupier sent under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post to, or delivered personally to, the Occupier's address given on the first page of this Agreement or if delivered personally to the Room.
- 19.3 Any notice sent by first class post shall be deemed to have been received 48 hours after posting.
- 19.4 The Owner's address for service is the Owner's address as stated on the first page of this Agreement (or such replacement address for the Owner has may have been notified in writing to the Occupier).

Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of England and Wales.

This Agreement was entered into on the date stated under the Owner’s signature below.

The parties intend that this document is signed electronically and shall take legal effect as a deed. The fact that this deed is signed electronically rather than manuscript is not intended to have any impact on its legal effect.

APPENDIX

Part 1 : Cluster Flat Accommodation

Full standard charge list for damaged items (include VAT & labour). These costs are approximate and may vary dependent on the situation. Some items within the scheme are not able to be listed. Replacements will be charged at invoice price + 10% to cover shipping and fitting. If items are able to be repaired rather than replaced then charges may be less than those indicated.

ITEM	
Mattress	£100
Bed base	up to £250
TV	£400
Tv remote	£40
Wardrobe	up to £250
Window Blinds	£100
Laminate Floor	up to £450
Door Lock	£300
Mirror	£120
Key Card	£30
Post Box Key	£10
Pin Board	£90
Shelving	up to £1000
Desk	£300
Replace Door	£320
Replace Aircon unit	up to £1000
Replace Light Fitting	£100
Mattress Protector	£10
Desk Chair	£175
Window	up to £600
Bathroom Cupboard	£100
Toiletry Shelf	£25
Shower Tray	up to £500
Shower Screen	£250
Towel Rail	£30
Toilet Seat	£25
Shower Head	£50
Sink Basin	£70
Bathroom Floor	£250
Bathroom Bin	£40
Corridor Carpet	up to £450
Kitchen Sofa	up to £700
Oven/Grill/Microwave	£750
Bin	£75
Hob	£450

APPENDIX

Part 1 : Cluster Flat Accommodation

Coffee Table	£300
Kitchen Worktop	up to £500
Kitchen Cupboard	up to £500
Fridge Freezer	£400
Cooker Hood	£450
Whiteboard	£100
Replace Oven Tray	£180
Kitchen Table	£450
Kitchen Chairs	£75
Microwave Plate	£95
Microwave Grill	£20
Redecorate Bedroom	up to £70 per wall
Redecorate Kitchen	up to £100 per wall
Clean Bedroom Floor	up to £50
Clean Bedroom	up to £100
Clean Bathroom	up to £100
Clean Kitchen	up to £350
Rubbish Removal	£15 per bag

APPENDIX

Part 2 - Studio Accommodation

Full standard charge list for damaged items (include VAT & labour). These costs are approximate and may vary dependent on the situation. Some items within the scheme are not able to be listed. Replacements will be charged at invoice price + 10% to cover shipping and fitting. If items are able to be repaired rather than replaced then charges may be less than those indicated

ITEM

Mattress (Double/Single)	£100/£70
Bed Base	up to £250
TV	£350
TV Remote	£40
Wardrobe	up to £750
Window Blinds	£100
Laminate Floor	up to £450
Door Lock	£300
Mirror	£120
Key Card	£30
Post Box Key	£10
Pin Board	£90
Shelving	up to £1000
Desk	£300
Replace Door	£320
Replace Aircon unit	up to £1000
Replace Light Fitting	£100
Mattress Protector	£10
Desk Chair	£175
Window	up to £600
Bar Stools	£60
Breakfast Bar	£250
Bathroom Cupboard	£100
Toiletry Shelf	£25
Shower Tray	up to £500
Shower Screen	£250
Towel Rail	£30
Toilet Seat	£25
Shower Head	£50
Sink Basin	£70
Bathroom Floor	£250
Bathroom Bin	£40
Oven/Grill/Microwave	£750
Bin	£75
Hob	£350

APPENDIX

Part 2 - Studio Accommodation

Kitchen Worktop	up to £500
Kitchen Cupboard	up to £250
Kitchen Cupboard Door	£80
Fridge Freezer Large	£800
Cooker Hood	£350
Replace Oven Tray	£180
Microwave Plate	£95
Microwave Grill	£20
Redecorate Bedroom	up to £70 per wall
Clean Bedroom Floor	up to £50
Clean Bedroom	up to £100
Clean Bathroom	up to £100
Clean Kitchen	up to £100
Rubbish Removal	£15 per bag

Before signing this Agreement the Occupier and the Guarantor should read the following notes

This Agreement is a legally binding document. Signing it means that the Occupier and the Guarantor have each read, understood and agreed to be bound by its terms. The Occupier and the Guarantor should therefore each satisfy himself/herself that this is indeed the case before signing. The Occupier and the Guarantor should be aware that he/she will be bound for the whole of “the Residential Period” (as defined above) and will not be released from his/her obligations (for example to pay Licence Fee) until the Residential Period expires. By signing the Occupier and the Guarantor consent to the uses of their respective data described in the Owner’s privacy agreement at www.studentcastle.co.uk/privacy-policy and in this Agreement.

Occupier

Signed by the Occupier _____

Dated by the Occupier _____

Guarantor

Full Names of the Guarantor _____

Home Address: _____

Time at current address: _____

If less than 3 years please give
 details of previous home address: _____

Tel No: _____

Mobile No: _____

Email Address: _____

NI No: _____

DOB: _____

	Employment Status: _____
	Name of Current Employer: _____
	Time at Current Employer: _____
	Position Held: _____

Note - If upon routine checking the Guarantor is found not to be genuine then the Booking Fee will be forfeited by the Occupier and the Owner shall have the right to withdraw the offer of accommodation. A Guarantor is only required if the Occupier wants to pay the Licence Fee in three instalments – if the Occupier settles the Licence Fee in advance in full then they need not provide a Guarantor.

The Guarantor should enclose a recent utility bill as proof of address. If no UK-based Guarantor is available the full year Licence Fee must be paid in advance.

Guarantor	Signed by the Guarantor _____
	Dated by the Guarantor _____

PLEASE NOTE THAT THE GUARANTOR MUST HIMSELF/HERSELF SIGN THIS AGREEMENT ABOVE. IF ANYONE OTHER THAN THE GUARANTOR SIGNS THIS AGREEMENT AS GUARANTOR, OR FORGES THE GUARANTOR’S SIGNATURE, THIS IS A CRIMINAL OFFENCE AND WILL BE REPORTED TO THE POLICE.

Owner	Signed on behalf of the Owner _____
	OWNER TO DATE STAMP HERE
	It is agreed between the Owner, the Occupier and the Student/Occupier that the date on which this Agreement shall come into being is the date specified under the Owner’s signature above and references to “the date of this Agreement” or similar in this Agreement shall be construed accordingly.