



**Licence To Occupy**  
(Furnished Accommodation)

DATE	
GRANTOR	
MANAGEMENT COMPANY	<b>Vita Student Management Limited</b>
LICENSEE(S)	
LICENSEE'S PERMANENT ADDRESS	
LICENSEE REFERENCE	
GUARANTOR NAME <i>(if applicable)</i>	
BUILDING	
Accommodation	
CONTRACT TYPE	<b>Licence to occupy</b>
OCCUPATION PERIOD	
LICENCE FEE	
PAYMENT REFERENCE	
SECURITY DEPOSIT	
BUILDING COMMON PARTS	



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Before signing this Licence to Occupy (the "Agreement") the Licensee should read the following notes:

This Agreement is a legally binding document. Signing it means that you, the Licensee have read, understood and agree to be bound by its terms. You should therefore satisfy yourself that this is the case before signing. You should be aware that you will be bound for the whole of the Occupancy Period and will not be released from your obligations (for example to pay Licence Fee) until the Occupation Period expires.

The Grantor licences the Accommodation to you at the Licence Fee for the Occupation Period on the terms set out in this Occupation Agreement as varied or supplemented by any further letting terms.

This is a Licence for Occupation. The Licensee understands that this agreement does not transfer any estate in or rights over land and does not grant the Licensee security of tenure. The Grantor will be entitled to recover possession of the Accommodation when the Occupation Period ends.

Signed by the LICENSEE(s):

Licensee 1  
*(by signing this Licence  
Occupation agreement you are  
confirming you are 18 years of  
age or older)*

Date

\_\_\_\_\_

Accepted by Vita Student  
Management as agent for and  
on behalf of the GRANTOR:

\_\_\_\_\_

Accepted on:

\_\_\_\_\_

at:

\_\_\_\_\_

If applicable, the Guarantor has agreed to these terms by completing and signing the Licence Fee Guarantee Agreement.



## 1. GENERAL

- 1.1 Vita Glasgow 1 Op Co Limited ('The Grantor') agrees to grant and the Licensee agrees to take the licence of a room to be allocated by the Grantor at Vita Student Glasgow
  - On a Licence to Occupy
  - At the stated Licence Fee
  - For the stated Occupation Period; and
  - Subject to the Occupation Conditions set out in this document.
- 1.2 It is acknowledged that this Licence to Occupy (this "Agreement") is not a tenancy and does not confer any real rights in property on the Licensee
- 1.3 Save for clause 4, any reference to the Grantor in this agreement shall include the Grantor's Agent and other representatives.
- 1.4 Where two or more persons are together the Licensee they are responsible for their obligations jointly and severally.
- 1.5 Clause and paragraph headings are for convenience only and shall not affect the construction of this Agreement.
- 1.6 The Management Company has been authorised to act on behalf of the Grantor as its agent in connection with the operation of this Agreement, however the supply of any goods or services under this Agreement are made by the Grantor.
- 1.7 Normal residential use of electricity, water and sewerage utility services is included within the Licence Fee. The Grantor reserves the right to recharge the Licensee for non-residential or wholly unreasonable or excessive use of the utility services.

## 2.

### LICENCE FEE, DEPOSIT AND OTHER PAYMENTS

- 2.1 The Licensee agrees:-
  - 2.1.1 To pay the Grantor for the duration of the Occupation Period the Licence Fee notwithstanding the fact that the Licensee may cease to occupy the Accommodation during such period for whatever reason.
  - 2.1.2 That there is no right of set off in respect of the Licence Fee.
  - 2.1.3 If a Licensee is more than 7 days late in paying the Grantor any Licence Fee instalment, then the Licensee loses the entitlement to pay the Licence Fee by instalments and the Licensee agrees to pay the Grantor on demand the whole of the Licence Fee remaining under this Licence.
  - 2.1.4 If the instalments of the Licence Fee are not paid on or within 7 days of the Licence Fee Days, or any invoice issued to the Licensee by the Grantor is not paid within 7 days of receipt of the invoice, then the Licensee agrees to immediately pay to the Grantor, on demand, a reasonable late-payment default interest penalty. This penalty charge may increase if the Grantor engages a collection agent to pursue debt from the Licensee on its behalf.
  - 2.1.5 That any payment received from the Licensee will first be used to discharge any unpaid or overdue previous payments under this or any predecessor Agreement, before being used to settle any currently due or future instalments.
  - 2.1.6 That payment of the Licence Fee will be made by bank transfer or any other method of payment advised by the Grantor on or before the Licence Fee Days in accordance with the Grantor's stated booking and payment procedures.
  - 2.1.7 That any payment made in a currency other than pounds sterling (GBP) may incur additional charges from your remitting bank and may result in an additional administration charge being levied on the Licensee to cover charges made by the Grantor's bank.
  - 2.1.8 To reimburse the Grantor immediately on demand in respect of any costs or charges payable by the Grantor as a result of any payment by the Licensee not being duly honoured or being made after the due date for payment under this Licence.
  - 2.1.9 To pay the Grantor within 7 days of the Licensee receiving an invoice, any outlay, such as insurance excess up to a maximum of £5,000 and/or cost of repair/renew of damage as a result of any damage caused by the negligence of the Licensee as a result of breach or non-compliance of this agreement and/or any of the Grantor's rules and regulations in relation to residing at the Accommodation set out in this Licence.
- 2.2 A non-refundable advance instalment of the Licence Fee has been paid by the Licensee at the time of entering into this Agreement to secure the Accommodation. For the avoidance of doubt, this first instalment of the Licence Fee is deducted from the total Licence Fee payable under this Agreement. This advance Licence Fee



**Licence To Occupy**  
(Furnished Accommodation)

- instalment is non-refundable to the Licensee (or whomever may have paid it on the Licensee's behalf) in the event that the Licensee does not fulfil the terms of this Agreement in full.
- 2.3 If the Licensee has decided not to fulfil the terms of the Agreement, or has failed to meet any of the conditions required to fulfil this Agreement, or has failed to provide the Grantor with all the relevant information necessary for this Agreement to be fulfilled, or cannot be contacted by the Grantor, or in the reasonable opinion of the Grantor appears unable or unwilling to honour the terms of the Agreement for any other reason, then the Grantor reserves all rights to terminate this Agreement in which event the advance Licence Fee shall NOT be refunded.
- 2.4 On commencement of Occupation, the Licensee shall also pay a refundable security Deposit.
- 2.5 Notwithstanding the provisions of 2.3 above, if the Licensee advises the Grantor in writing that the Licensee no longer wishes to occupy the Accommodation then:
- 251 Whereas the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 are not applicable to this Licence, if the Licensee made a booking confirmation prior to 17 July in the year of commencement of the Licence, and within 5 calendar days of receiving the booking confirmation advises the Grantor of their desire to terminate the Licence, then the Grantor shall agree to the termination of the Agreement and shall repay within 28 days any and all monies paid by the Licensee to the Grantor in respect of Licence Fee. At any time after the 5 day period in this sub-clause the Licensee shall remain fully liable for the Licence Fee and all other charges under this Licence.
- 252 Whereas the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 are not applicable to this Licence, if the Licensee receives a booking confirmation after 17 July in the year of commencement of the Licence, and within 48 hours of receiving the booking confirmation advises the Grantor of their desire to terminate the Licence, then the Grantor shall agree to the termination of the Agreement and shall repay within 28 days all monies paid by the Licensee to the Grantor in respect of Licence Fee and the Booking Fee/Deposit. At any time after the 48 hour period in this sub-clause the Licensee shall remain fully liable for the Licence Fee and all other charges under this Licence.
- 253 Following commencement of the Occupation Period the Licensee must notify the Grantor in writing of their intentions BEFORE vacating the Accommodation and/or agreeing to allow any third party to take over the obligations of the Licensee under the Agreement (whether by formal agreement or informal arrangement). The Grantor will acknowledge any such request and inform the Licensee of the process at that time.
- The Licensee shall not under any circumstances advertise or promote the availability of the Accommodation on any website, listing site, or through any agent prior to confirmation of the process from the Grantor following a request to assign the Agreement and/or hand over the Accommodation. The Grantor shall offer its reasonable support and assistance to facilitate the assignment of any remaining rights and responsibilities under the Agreement to a new licensee.
- 2.6 Where the Licensee is entering into this Agreement consecutive to an existing Licence to Occupy the same Accommodation ('re-booking'), The Grantor may by written notice to the Licensee amend the Occupation Period to commence immediately upon expiry of the previous Licence to Occupy, whereupon the Licensee agrees that the Grantor shall demand an additional payment equivalent to the pro-rated Licence Fee relating to the extended Occupation period dates. The Grantor and Licensee agree to act in good faith to agree the additional Licence Fee payment amount and due date to ensure continuity of the Accommodation provided to the Licensee on the terms of this Agreement and Licence to Occupy which it may succeed.
- 2.7 The Licensee will promptly pay any Council Tax or similar tax (if applicable) in respect of the Accommodation or its occupants for the Occupation Period and all charges for electricity consumed or supplied to the Accommodation (in excess of the level provided by the Grantor as referred to in clause 1.7)
- 2.8 If the Licensee is exempt from paying any Council Tax, then an exemption certificate must be obtained and provided to the Grantor within a calendar month of the Licensee's occupancy or within 14 days upon request.
- 2.9 The Licensee will indemnify the Grantor for any Council Tax due in respect of the Accommodation to the Local Authority as a result of change of status of the Licensee, and will within 7 days of written demand reimburse the Grantor in respect of any Council Tax payable by the Grantor as a result of the Licensees continued occupation at the Accommodation.
- 2.10 Should the Licensee or a guest of the Licensee be found to have been smoking in the Accommodation, a verbal warning from the Grantor will be given. If this occurs again, the Grantor has a right to charge the licensee a smoking fine of £986.56 which as per the payment terms must be paid immediately. If the licensee or guest continues to smoke in the residence the Grantor has the right to end the Occupation Period but will not release the Licensee from any outstanding obligation and he Licensee shall remain liable for the Licence Fee in its entirety and any other payments due
- 2.11 The termination or surrender of this Agreement does not cancel any outstanding obligation which the Licensee owes the Grantor.
- 2.12 The Grantor's rights under this clause are in addition to any other rights the Grantor has under this Agreement.



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### 3. TERMINATION

- 3.1 The Grantor may (by written notice to the Licensee) terminate this Agreement immediately if: -
- 3.1.1 the Licensee shall fail to pay any instalment of the Licence Fee in accordance with the terms of this Agreement; or
  - 3.1.2 the Licensee is no longer a student in education and/or the Licensee's status as a registered student of the relevant University/College shall terminate or be suspended for any reason whereupon the Licensee shall vacate the Accommodation forthwith but shall remain liable for the Licence Fee for the whole of the Occupation Period; or
  - 3.1.3 the Licensee is in breach of any of the obligations contained in this Agreement whereupon the Licensee shall vacate the Accommodation forthwith but shall remain liable for the Licence Fee for the whole Occupation Period; or
  - 3.1.4 the Licensee:-
    - 3.1.4.1 commits any offence or behaves in a manner which causes a nuisance to other persons or endangers the Accommodation, the Building common Parts or the Building itself; or
    - 3.1.4.2 indulges in drunkenness or the misuse of drugs;
    - 3.1.4.3 uses the Accommodation for any unlawful purpose;
    - 3.1.4.4 uses abusive, violent and or threatening behaviour, or any behaviour which is considered to cause a threat or danger to other staff or residents;
    - 3.1.4.5 uses any form of electronic or paper media to post, note, transmit, publish or send anything which could reasonably be considered to be abusive or threatening to another resident or the Grantor or a representative of the Grantor
    - 3.1.4.6 the Licensee becomes bankrupt
    - 3.1.4.7 The Licensee has unpaid debt under a previous Licence to Occupy with the same Grantor
    - 3.1.4.8 the Guarantor has provided false information in the Guarantee form
- AND the effect of such termination will be to end the Occupation Period but will not release the Licensee from any outstanding obligation and the Licensee will still be liable for the whole Licence Fee for the full Occupation Period and any other payments due.
- 3.1.5 In the event of termination of this Agreement any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply. Any allegations of antisocial, abusive or threatening behaviour that are proven may result in a report to the police along with commencement of eviction proceedings and the Grantor may take action to remove the Licensee from the Accommodation and the Building by means which require minimal recourse to the courts.
- 3.2 The Grantor can also end the licence at any time on one or more of the following grounds (reference to 'the house' means the Accommodation and/or the Building or any part thereof:
- 3.2.1 Any obligation of this Agreement (other than one related to the payment of the Licence Fee) has been broken or not performed.
  - 3.2.2 The condition of the house has deteriorated owing to acts of waste by, or the neglect or default of, the Licensee or any person residing or lodging with him.

### 4.

#### GRANTOR'S OBLIGATIONS

The Grantor will allocate the Accommodation to the Licensee at its discretion and throughout the Occupation Period the Grantor will:

- 4.1 Grant the Licensee exclusive uninterrupted occupation of the Accommodation and the right (shared with others) to use the Building Common Parts during the Occupation Period for as long as the Licensee complies with the Licensee's obligations under this Agreement.
- 4.2 Use reasonable endeavors to provide the Licensee with a standard of specification of features and amenity in the Accommodation and Building Common Parts, including any associated goods and services or other features, commensurate with overall building design and impressions provided from time to time, however the Grantor reserves the right to amend, add to, remove or make changes to the layout, style, décor, equipment and services featured in the Building Common Parts at its discretion and shall not be held in breach of this Agreement as a result of any such changes. Certain optional supplementary goods and services provided by the Grantor to the Licensee from time to time during the Occupation Period may attract an additional fee.
- 4.3 Arrange for the Licensee's contents to be insured under a comprehensive insurance policy the details of which



**Licence To Occupy**  
(Furnished Accommodation)

including the conditions and limit of cover will be provided to the Licensee prior to the commencement of the Occupation Period.

- 4.4 Use all reasonable efforts to arrange for any damage to be remedied as soon as reasonably practicable after the Grantor has received notification of the damage, provided that there is a reasonable prospect that such damage can be remedied within the current academic year;
- 4.5 Refund to the Licensee any Licence Fee paid for any period in which the Accommodation is totally uninhabitable or inaccessible as a result of any damage not caused by or resulting from the Licensee save where loss of Licence Fee is not recoverable under the Grantor's insurance policy by reason of the Licensee's action.
- 4.6 Use all reasonable endeavours to arrange for the Building Common Parts to be cleaned and adequately lit.
- 4.7 Reserve the right during the Occupation Period to move the Licensee to alternative accommodation (which may be in a hotel) for the purpose of carrying out key works to; or in the event of unavailability of the Accommodation and/or the Building; or if the Grantor considers it necessary or desirable to avoid difficulties for the Licensee; or for the better management of the Building PROVIDED THAT
  - 4.7.1 the Licensee is given reasonable notice;
  - 4.7.2 the alternative accommodation is of no lesser basic physical standard than the Accommodation (excluding any inclusive services which may differ);
  - 4.7.3 the Licensee occupies the alternative accommodation on the same terms as those of this Agreement.
  - 4.7.4 if there are no cooking facilities available within the alternative accommodation, the Grantor will pay to the Licensee the sum of £25 per day as a subsistence allowance for each day that the Licensee is in the alternative accommodation

5.

**LICENSEE'S OBLIGATIONS**

The Licensee acknowledges and agrees that nothing in this Licence to Occupy is intended to confer the relationship of landlord and tenant between the Grantor and Licensee. Throughout the Occupation Period the Licensee agrees:-

- 5.1 To pay the Licence Fee on the Licence Fee Days. In the event that the Grantor has agreed for the Licensee to pay by instalments and a payment is not made on the due date then the Grantor has the right to demand all monies due for the remaining duration of the lease and the ability to make payments by instalment will be withdrawn.
- 5.2 to allow the Grantor access to the Accommodation at any time for the purposes of viewing, inspection, repair, or concerns about the Licensee's welfare.
- 5.3 To allow the Grantor access to the Accommodation under the terms of this Agreement following the Grantor giving statutory 24 hours' notice, except when in emergencies, i.e. floods, fire, electrical faults and other or where the Licensee has requested the Grantor to rectify any faults or carry out any maintenance.
- 5.4 To clean and keep in a tidy condition the Accommodation. The Licensee will not be responsible for any matters that are the Grantor's responsibility under the Housing (Scotland) Act 1987, the Housing (Scotland) Act 1988, and the Housing (Scotland) Act 2006.
- 5.5 Not to use the Accommodation otherwise than as private living accommodation.
- 5.6 Not to share the occupation of the Accommodation or any part of it nor do or cause anything to be done whereby the occupation of the Accommodation is shared with any other person (except with other authorised Licensees or licensees of the Grantor) and not under any circumstances to part with or sub-licence the whole or part of the Accommodation.
- 5.7 Not to have overnight visitors longer than two consecutive nights and to ensure that any visitor signs in at the reception on arrival at the Building and on departing the Building provided that the Grantor shall be entitled to refuse entry to any visitor in its absolute discretion where such visitor has previously caused the Licensee to breach or the Grantor reasonable considers may cause the Licensee to breach the terms of this agreement.
- 5.8 Not to do permit allow or suffer to be done in or upon the Accommodation anything which may be a nuisance or annoyance or cause or create any discomfort or inconvenience to the Grantor or to other residents of the Building and in particular not to make nor permit the making of any noise between 2300 hours and 0800 hours so as to audible outside of the Accommodation.
- 5.9 To keep and deliver up the Accommodation and the Grantor's furnishings and appliances and effects in a good and clean and tidy condition (fair wear and tear expected) and not to remove any of the furnishings and effects from the Accommodation and if at the termination of this Agreement either the Accommodation are damaged or the furnishings and effects are damaged or lost, to pay the Grantor on demand the amount or value of such loss or damage.
- 5.10 Not to make any additions or alterations to the Accommodation nor to make any alteration to the decoration of the Accommodation.
- 5.11 Not to tamper, force or in any way open the windows of the Building beyond their restricted opening, which



**Licence To Occupy**  
(Furnished Accommodation)

- have been restricted for Health and Safety purposes.
- 5.12 To keep the Accommodation in a clean and tidy and proper condition at all times and to dispose of all refuse in accordance with the directions made by the Grantor in this regard from time to time.
- 5.13 Not to keep any animals including birds, fish, reptiles, insects or mammals upon the Accommodation.
- 5.14 Not to install a private telecommunications at the Accommodation.
- 5.15 Not to erect any external television aerial or appliance for any television sets used at the Accommodation.
- 5.16 Not to have at the Building, use or permit to be used any electrical fires, portable heaters, gas fires, paraffin heaters, chip pans, candles, incense sticks, oil burners or oil lamps, refrigerators or cooking appliances, except those provided by the Grantor at the Accommodation and to observe fire and safety precautions at all times.
- 5.17 Not to wedge or jam open any fire door and in particular any kitchen door.
- 5.18 To be responsible for any injury, loss or damage caused by malfunction of equipment or electrical appliances owned or brought into the Building by a resident or guest, to the extent not covered by any insurance policy provided by the Grantor.
- 5.19 Not in any way to misuse any fire alarm or fire safety appliance at the Building or tamper with or obstruct any smoke or heat detectors.
- 5.20 To respond immediately if the fire alarm is sounded by following the evacuation procedure for the Building.
- 5.21 Not under any circumstances whatsoever to take or allow to be taken into or on to the Accommodation, or the Building Common Parts (except in such places as the Grantor may from time to time designate) any bicycles or motorcycles.
- 5.22 To notify the manager of the Building of any intended absence from the Accommodation for a period of three consecutive nights or longer.
- 5.23 Immediately to give notice to the Grantor (and the manager of the Building) of any failure in water, drainage, electrical or other services at the Accommodation.
- 5.24 Not to bring any thing that may be dangerous, that may have a detrimental effect to other people's health and safety, or may cause damage to the Grantors Accommodation.
- 5.25 Not to bring any illegal or controlled substances whether for the Licensee own use or otherwise unless prescribed by a bonafide Medical Practitioner into the Grantor's premises.
- 5.26 Not to do or permit to be done on the Accommodation anything or act whereby the insurance policy of the Building may become void or voidable or whereby the premium thereon may be increase.
- 5.27 To attend a residence safety meeting at the beginning of the residence period if arranged by the Grantor and local Fire Brigade as required.
- 5.28 Not to set off a fire alarm without due cause (even if accidentally), and the Licensee further agrees that if the Licensee or Licensee's guest does set off a fire alarm without due cause, resulting in attendance of the emergency fire services or the evacuation of the building(s), the Licensee shall pay on written demand a reasonable sum as required by the relevant emergency service to cover any resulting costs incurred by the Grantor.
- 5.29 Not to use or suffer the Accommodation to be used for any illegal purposes.
- 5.30 Not to smoke in any part of the building at any time.
- 5.31 To report the loss of any keys/fobs to the Accommodation or the Building immediately to the Grantor of the building and on termination of this Agreement to immediately return all such key to the Grantor PROVIDED THAT the Licensee acknowledges and agreed that leaving any keys to the Accommodation with the residence team at the Building will not in any circumstances be deemed as acceptance of termination of this agreement by the Grantor.
- 5.32 To take all reasonable steps to ensure that all taps for all washbasins, baths and showers in the Accommodation are run for a minimum period of five minutes a week, and to regularly clean and disinfect showerheads so as to aid the prevention of Legionella. The Licensee agrees to promptly act upon reasonable recommendations made following the completion of a Legionella risk assessment by the Grantor.
- 5.33 To observe and be bound by the disciplinary code and rules and regulations relating to student occupancy of residential property as published by the University or College at which the Licensee attends, or as may be published by the Grantor (acting reasonably) from time to time during the Occupation Period.
- 5.34 That should the Licensee wish to leave the Accommodation for any reason prior to the end of the Agreement, the Licensee shall still remain liable for the Licence Fee for the Accommodation for the whole Occupation Period, subject to Clause 2.3
- 5.35 The Licensee agrees to sign and be bound by the residence postal procedure.
- 5.36 The Licensee agrees to pay a £50 administration fee for any changes to the Agreement including the parties thereto.
- 5.37 The Licensee agrees to;
- 5.37.1 Not to park a motor vehicle on the Site (unless the Licensee is a disabled badge holder)
- 5.37.2 Not to park a motor vehicle within 3km of the site
- 5.37.3 Not to apply for or obtain a residents' parking permit within the city



departing from the Building at the beginning or end of an academic term

## 6. STUDENT STATUS

It is a term of this Agreement that the Licensee is at all material times during the Occupation Period a student in education and the Licensee shall supply evidence of student status to the Grantor at the time of entering into this Licence and on request during the Occupation Period.

## 7. GENERAL PROVISIONS

- 7.1 In the event that there is more than one Licensee named in this agreement, then this is a joint licence and the Accommodation is let as one household.
- 7.2 Should any term in this Agreement be held invalid, illegal or unenforceable then the remainder of this Agreement and the application of such term shall not be affected thereby and each term of this Agreement shall be valid and enforceable to the extent permitted by law.
- 7.3 The Licensee acknowledges and accepts that the Grantor is a Data Controller of the Licensee's Personal Data in accordance with the General Data Protection Regulation ((EU) 2016/679) (GDPR), and by accepting the terms of this license acknowledges and agrees to their Personal Data being processed in accordance with the Grantor's Privacy Policy which can be found here [www.vitastudent.com/legal/privacy-policy/](http://www.vitastudent.com/legal/privacy-policy/)
- 7.4 The Licensee agrees to fully abide by any applicable tax legislation and regulations in all relevant tax jurisdictions where the individual has a tax obligation by virtue of the laws of that country. The Licensee is required to provide such relevant tax authorities with full and proper disclosure where required under the tax legislation of that country, and to make full and prompt payment of any tax liabilities that may fall due. The Licensee agrees not to be involved in, or connected to anyone, who criminally facilitates tax evasion, and nor should they assist any such evader either directly or indirectly with the criminal activities being undertaken.

The Licensee is hereby notified that notices (including notices in proceedings) must be served on the Grantor by the Licensee at the following address

Vita Student Glasgow, Beith Street, Glasgow, G11 6BZ

## 8. AT THE END OF THE LICENCE

At the end of the Licence, the Licensee agrees:

- 8.1 To vacate the room and remove all of their belongings from the Grantor's premises and leave the Accommodation and items in the same clean state and condition as they were at the beginning of the Occupation period. If the Licensee fails to remove any of their property from the Grantor's premises within 3 days after this Agreement coming to an end then the Grantor may sell such property as the agent of the Licensee and the Licensee will indemnify the Grantor against any liability to a third party whose property is sold by the Grantor in the mistaken belief that such property belonged to the Licensee. If after 2 months the sale proceeds net of any disposal and reasonable management costs have not been claimed by the Licensee the Grantor shall be entitled to keep them.
- 8.2 To jointly and severally with the other occupiers of the Accommodation ensure that the Accommodation are left in the same clean state and condition as they were in at the beginning of the Occupation Period.
- 8.3 Not to leave any refuse or belongings for disposal within the Building.
- 8.4 To pay the Grantor for the rectification, repair and/or replacement of any fixtures, fittings and finishings damaged by the Licensee, including the repainting of walls marked by the attachment of pictures, posters and the like and any damage, soiling or contamination caused by smoking.
- 8.5 To return to the Grantor all keys/fobs and for any such item not returned at the end of this Agreement the Licensee will pay to the Grantor the replacement key charges of £25.00 per item together with the cost of supplying and fitting replacement locks.





## DEPOSITS

- 9.1 Notwithstanding the fact that this a Licence and not a Short Assured Tenancy, the Grantor will pay any deposit provided by a Licensee in an approved tenancy deposit scheme as prescribed by the Tenancy Deposit Schemes (Scotland) Regulations 2011. The Grantor will provide the Licensee with key information about the Agreement and deposit to ensure the Licensee is aware of their rights during and at the end of the Agreement regarding the protections of and deductions from the deposit.
- 9.2 Once the Deposit has been paid, it will be passed to and held by Lettings Protection Service Scotland.
- 9.3 The deposit will be held, registered and protected by The Lettings Protection Service Scotland), The Pavillions, Bridgewater Road, Bristol, BS99 6BN, Tel: 0330 303 0031
- 9.3.1 The Licensee's address for contact after the Occupation Period ends is provided at the beginning of the agreement.
- 9.3.2 The (Tenancy Deposit Scheme) Terms and Conditions are available from the Grantor or via download on vitastudent.com website.
- 9.3.3 The Grantor will pass the Deposit to and provide other required information to the (Tenancy Deposit Scheme) within 30 days of commencement of the Agreement – confirmation of receipt will be sent by the (Tenancy Deposit Scheme) to the Licensee and Grantor.
- 9.3.4 The Procedure for instigating a dispute regarding the deductions for the Deposit at the end of the Agreement are explained in clause 10 below. No deductions can be made from the Deposit without written consent from both parties to the Agreement.
- 9.4 At the end of the licence, the Grantor shall be entitled to be repaid from the Deposit such proportion of the Deposit as it may be reasonably necessary to:
- 9.4.1 make good any damage to the Accommodation or the contents of the Accommodation (except for fair wear and tear) caused by the Licensee's failure to take reasonable care of the Accommodation or its contents;
- 9.4.2 replace any of the contents which may be missing from the Accommodation;
- 9.4.3 pay any Licence Fee which remains unpaid; and
- 9.4.4 pay for the Accommodation and the contents of the Accommodation to be cleaned if the Licensee is in breach of its obligations under clauses 5.4 and 5.12.
- 9.5 The Grantor reserves the right to waive the Licensee's obligation to pay a Deposit at its discretion.

10.

## OVERVIEW OF THE PROCEDURE AT THE END OF THE AGREEMENT

- 10.1 The Grantor will apply to the scheme for repayment of the deposit after the end of the Agreement, providing details of the amount to be repaid to the Licensee.
- 10.2 The scheme administrator will write to the Licensee asking them to confirm whether they agree with the application or whether they dispute the amount.
- 10.3 Where the Licensee agrees, the scheme administrator will arrange to repay the deposit within 5 working days. The return of deposits may take longer where the amount is disputed, or the Grantor or Licensee cannot be contacted, or does not cooperate.
- 10.4 Where the Grantor does not apply to the scheme for repayment of the deposit, the Licensee can make an application for repayment. Where a Licensee does apply for the deposit, the scheme administrator will write to the Grantor to notify them of the application and amount applied for. If the Grantor agrees to the amount applied for by the Licensee, the scheme administrator will repay the deposit within 5 working days. If the Grantor does not agree with the Licensee's application, or make an alternative application within 30 working days, the full deposit is repaid to the Licensee within 5 working days of the end of the 30 day period.
- 10.5 The Grantor will use reasonable endeavours to resolve any amount in dispute.
- 10.6 The Tenancy Deposit Scheme will provide access to a dispute resolution service where there is a dispute between the Grantor and the Licensee over the amount of deposit applied for by the Grantor. The Licensee can seek for the case to be referred to an independent adjudicator. The adjudicator will make a decision regarding how the deposit should be repaid based on evidence provided by both parties.
- 10.6.1 The Licensee must notify the scheme administrator within 30 working days that they wish to use the alternative dispute resolution procedure ("ADR"). The Licensee must notify the scheme administrator of the amount which they think they should be repaid, and request a referral to the adjudicator.
- 10.6.2 The scheme administrator will refer the case to dispute resolution. The scheme administrator must be satisfied that the Licensee has tried to resolve the dispute with the Grantor, and that this has failed. before referring a case to dispute resolution.



- 10.6.3 the disputed amount will be held in a designated account until the issue is resolved.
  - 10.6.4 the adjudicator will decide any dispute within 20 working days of receiving the referral.
  - 10.6.5 Within 5 working days of reaching a decision, the adjudicator will write to the scheme administrator, the Licensee, and the Grantor, setting out the detail of the decision.
  - 10.6.6 Both parties have 10 working days from the date the decision is notified, to request a review of the decision. A review can only be accepted if the adjudicator has erred in law, or fact.
- 10.7 It is not compulsory for the parties to use ADR. They may, if they choose, seek the decision of the Court, however, this may take longer and may incur further costs. Judges may, because it is a condition of the Agreement signed by both parties, refer the dispute back to the adjudicator.

## 11. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter to formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.