

## RESIDENCE AGREEMENT

This Residence Agreement is made between the Licensor (Scape East, as detailed below) and the Student.

### DETAILS

#### Scape East

<b>Telephone</b>	+44 (0)20 7952 2850
<b>Email</b>	hello.east@scape.com
<b>Details</b>	GCP Scape East Limited trading as “ <b>Scape East</b> ”, whose registered office is at 51 New North Road, Exeter EX4 4EP (company number 08776650)
<b>Location Address</b>	450 Mile End Road, London E1 4GG
<b>Correspondence Address</b>	450 Mile End Road, London E1 4GG
<b>Company Details</b>	Scape Student Living Ltd, whose registered office address is 24 Savile Row, London, W1S 2ES (company number 07120364), acting as a collecting agent for GCP Scape East Limited

### 1. DEFINITIONS AND INTERPRETATION

1.1. For the avoidance of doubt, in this Residence Agreement the following terms shall have the following meanings:

**Asset Manager** means Scape Student Living Limited of 24 Savile Row, London, United Kingdom, W1S 2ES;

**Code of Conduct** means the procedure notified to the Student as such on the Check-In Date (also available on the Scape Website), as amended from time to time;

**Facilities Manager** means the person appointed by the Licensor to act as facilities manager;

**Inventory** means the list of furniture and contents in the Room as detailed in the inventory given on the Check-In Date (including the Room Items detailed in the Particulars), which must be endorsed by you on the Check-In Date and the date on which you vacate the Room;

**Regulations** means all regulations of the Licensor issued from time to time which may impact upon the Student's use and occupation of the Location including but not limited to fire rules, the health and safety policy, and any other house rules, copies of which are provided at the Location and may be made available on request;

**Residence Management** means either the London Accommodation Office for INTO City, INTO London and Newcastle University London or the Asset Manager, or both of them;

**Shared Items** means those items detailed in the Particulars and any other items within the Shared Living Areas provided for use by the occupiers of the Location; and

**Shared Living Areas** means all areas which are provided within the Location for shared use by the occupiers of the Location;

**Room Items** means those items detailed in the Particulars and listed in the Inventory.

1.3. References to a Paragraph are to a paragraph in this Residence Agreement, and a reference to a clause or a schedule is a reference to a clause or a schedule in the Booking Terms and Conditions.

1.4. Any obligation on the part of the Student shall where appropriate include a further obligation to ensure the Student's visitors comply with it.

1.5. Any sums payable by the Student to London Accommodation Office for INTO City, INTO London and Newcastle University London, under this Residence Agreement shall be paid to the respective company or as directed by the London Accommodation Office in writing from time to time.

## **2. GRANT OF LICENCE**

2.1. The Licensor grants to the Student the right to access and occupy the Room as a licensee only and use the Room Items for the Duration, together with the right (along with others entitled) to use the Shared Living Areas and the Shared Items.

2.2 The right in Paragraph 2.1 is granted only to the Student and not to any third party.

2.3. In no way shall this Residence Agreement confer or bestow any security of tenure to the Student.

## **3. RESIDENCE FEE**

3.1. The Student shall pay the Residence Fee in accordance with the INTO City, INTO London or Newcastle University London payment requirement.

3.3. Without prejudice to any course of action by the Licensor, any breach of any of the terms in this Paragraph 3 (Residence Fee) may be referred by the Residence Management to the Licensor and may be dealt with in accordance with the Code of Conduct.

## **4. THE STUDENT'S OBLIGATIONS**

The Student agrees that he/she will:

### **4.1. Residence Fee and Deposit**

4.1.1. pay the Residence Fee in the manner described in Paragraph 3 (Residence Fee) above;  
and

4.1.2. pay the Sundry Deposit as required by INTO City, INTO London or Newcastle University  
London;

#### **4.2. Legislation and Regulations**

comply with the terms of the Code of Conduct and all Regulations;

#### **4.3. Inventory**

4.3.1. accept the Room, the Location and the Shared Living Areas as being in good and habitable repair and condition and fit for the purposes for which they are let and/or intended to be used if he/she does not inform the Residence Management office in writing of any defects within 48 hours of the Check-In Date;

4.3.2. accept both that the Room Items are present in the Room, and that the Shared Items are present in the Location, if he/she does not inform the Residence Management office in writing that items are missing from the Inventory within 48 hours of the Check-In Date;

#### **4.4. Care of the Room and Shared Living Areas**

4.4.1. maintain the Room and, with the other residents of the Location, the Shared Living Areas in at least as good repair, decorative order and clean condition as they are in on the Check-In Date (as determined in accordance with Paragraph 4.3.1 (Inventory));

4.4.2. maintain the Room Items and, with the other residents of the Location, the Shared Items in at least as good repair and condition as they are in on the Check-In Date (as determined in accordance with Paragraph 4.3.2 (Inventory)) except for fair wear and tear;

4.4.3. not remove any of the Room Items from the Room or the Shared Items from the Shared Living Areas;

4.4.4. not litter or obstruct the use of the Shared Living Areas; and

4.4.5. pay to the Licensor on demand the reasonable cost of repairing any damage to the Room and/or in replacing any of the Room Items as often as such damage occurs;

4.4.6. pay to the Licensor on demand the reasonable cost of repairing any damage to the Shared Living Areas and/or in replacing any of the Shared Items, or a reasonable percentage of such cost if damage is caused collectively with other residents of the Location;

#### **4.5. Inspections and cleaning**

4.5.1. allow the Facilities Manager (or its designated agents) access to the Room to conduct monthly inspections of the Room;

4.5.2. if the Facilities Manager deems the Room unsanitary, either remedy the situation within one (1) month of notice from the Facilities Manager, or cover the costs of arranging for the Room to be cleaned by an independent contractor;

#### 4.6. Student's own belongings and equipment

4.6.1. only keep or use items in the Location which are the sort of item normally kept by residents in residences of this type (each a "**Qualifying Item**"), not including any illegal or illicit substances;

4.6.2. keep any such Qualifying Item in a safe condition, use it in a safe and proper manner and (if electrical) ensure that at all times it has a valid safety certificate issued by a qualified electrician; and

4.6.3. allow the Facilities Manager on request to inspect any item kept or used in the Location and if upon such inspection any such item is found to be unsafe or uncertified (if electrical) or if in the reasonable opinion of the Facilities Manager it is not a Qualifying Item, then immediately cease using it and within a reasonable time remove it from the Location;

***Note: In accordance with Paragraph 6.4 below, the Licensor cannot accept liability in respect of any loss, damage or theft of the Student's belongings and the Student is therefore strongly recommended to obtain adequate insurance for his/her personal belongings and equipment.***

#### 4.7. Nuisance

4.7.1. not cause any excessive or unnecessary noise anywhere in the Location;

4.7.2. not cause any noise in the Room which is audible outside of the Room;

4.7.3. not cause any other occupier of the Location or neighbouring property any disturbance, distress, annoyance, inconvenience or damage to their property;

4.7.4. not keep or use anywhere in the Location, drugs, the possession or use of which is prohibited by statute (including but not limited to, the Misuse of Drugs Act 1971);

4.7.5. not keep or use any firearms, offensive weapons, explosives, candles or flammable materials;

4.7.6. not tamper with any fire fighting equipment or any other safety equipment, prop open any fire doors or disengage door closure mechanisms; and

***Note: Any interference with fire or other safety equipment will be referred to the Asset Manager and may result in the immediate termination of this Residence Agreement in accordance with the Code of Conduct.***

4.7.7. notwithstanding any repercussions in accordance with the Code of Conduct, pay on demand £100 if he/she sets off a fire alarm without due cause (even if accidentally) or tampers with any fire fighting equipment or any other safety equipment;

#### 4.8. Proper use of the Room and Shared Living Areas

- 4.8.1. use the Room for residential purposes only;
- 4.8.2. not use open deep fat frying equipment anywhere in the Location;
- 4.8.3. use the Shared Living Areas, Shared Items and Room Items in a responsible and careful manner and for the purpose(s) they were designed to be used; and
- 4.8.4. not exceed the total load capacity of the electric sockets in the Room (which is approximately one kilowatt in total);

#### **4.9. Other requirements**

- 4.9.1. comply with all reasonable requests or instructions relating to the use and occupation of the Location which may be issued from time to time by any member of the Residence Management and any officer of the emergency services in attendance;
- 4.9.2. afford the due courtesy and respect to any member of the Residence Management;
- 4.9.3. not apply for a parking permit nor park any car or vehicle in any parking space in or neighbouring the Location unless such car parking space has been allocated to the Room;
- 4.9.4. not allow visitors to park in a parking space in or neighbouring the Location other than in a parking space specifically allocated to visitors;
- 4.9.5. (unless prior specific arrangements have been made with the Residence Management) ensure that all visitors leave the Location before midnight;
- 4.9.6. not without consent of the Asset Manager hold parties or meetings of more than ten (10) people anywhere in the Location; and
- 4.9.7. not keep any animal(s), birds, reptiles or pets anywhere in the Location;

#### **4.10. At the end of this Residence Agreement**

when this Residence Agreement comes to an end (however that may be)

- 4.10.1. notify the Asset Manager to conduct an inspection of the Room and completion of the Inventory;
- 4.10.2. accompany the Asset Manager on an inspection of the Room and countersign the completed Inventory upon completion of such inspection. The Student is entitled to endorse the Inventory with comments on its accuracy;
- 4.10.3. as soon as possible and in any event by 10 am on the End Date vacate the Room and remove all of his/her belongings from the Location, and leave the Room in the state and condition required by the Student's obligations under this Residence Agreement; and
- 4.10.4. give to the Asset Manager all keys, swipe cards and/or fobs to the Location and the Room, including any car park stickers issued to the Student, and pay the Licensor a reasonable administrative/replacement charge on demand (calculated at the absolute discretion of the Licensor) for any such item not returned;

4.10.5. any belongings remaining in the Room or the Location after the End Date shall be treated as having been abandoned and will be removed, destroyed or disposed of them as the Licensor wishes;

***Note: Until all keys, swipe cards and/or fobs to the Location and the Room are returned, the Residence Fee will continue to be payable.***

#### **4.11. Expenses related to breaches of this Residence Agreement or recovering possession**

pay on demand all reasonable expenses, fees and costs (including legal and bailiffs fees and the cost of court proceedings) incurred by the Licensor and/or its agent in connection with:

4.11.1. collecting or attempting to collect any sums which are due but unpaid by the Student under this Residence Agreement;

4.11.2. ensuring that the Student gives up occupation of the Room once he/she is no longer entitled to occupy; and

4.11.3. seeking redress for any breach of the terms of this Residence Agreement by the Student;

#### **4.12. Keep the Residence Management informed**

4.12.1. inform the Residence Management of any damage to the Room, the Location, Room Items or Shared Items as soon as it is discovered and in any event no later than 48 hours after it occurs;

4.12.2. notify the Residence Management of the Student's contact in the event of an emergency; and

4.12.3. inform the Residence Management of a forwarding address on vacation of the Location.

### **5. THE LICENSOR'S OBLIGATIONS**

5.1. The Licensor will provide the following facilities for the Duration, to the extent that they do not fall within the Student's obligations at Paragraph 4 (The Student's Obligations):

5.1.1. maintenance and repair of the Location;

5.1.2. operation, inspection, servicing and repair of plant, machinery and equipment in the Location which belongs to the Licensor;

5.1.3. provision, repair and maintenance of the Shared Items;

5.1.4. provision of the Room Items at the Check-In Date;

5.1.5. periodic cleaning of and removal of rubbish from the Shared Living Areas;

5.1.6. provision of fire fighting equipment (if required by legislation) in the Shared Living Areas and the payment of all charges in connection with its rental, installation and maintenance;

5.1.7. an adequate supply of hot water for normal domestic use;

5.1.8. reasonably adequate heating in the Location having regard to prevailing weather conditions; and

5.1.9. a Code of Conduct, including the complaints procedure.

5.2. It is agreed without prejudice to the other terms hereof that the Licensor shall not incur any liability for any temporary failure or interruption, nor for any loss arising from such temporary failure or interruption, in the provision of any of the facilities listed at Paragraph 5.1 which arises for reasons beyond the Licensor's control.

## **6. ADDITIONAL MATTERS**

It is agreed by both the Licensor and the Student that:

### **6.1. Cancellations**

6.1.1. if the Student wishes to cancel their room prior to the Check-in date or course commencement date (whichever is earlier), then, unless such cancellation is due to visa refusals, and/or academic and/or English Language conditions on the Student's Offer Letter not being met, the following charges apply:

- Four weeks or more before commencement of the course/check-in date: cancellation fee of £500  
Less than four weeks before commencement of the course/check-in date: cancellation fee of £1000  
Cancellation after course commencement/check-in date: cancellation fee of one term's full fees (where full fees apply)
- Cancellations must be made in writing to the INTO/Newcastle University London Admissions Office, One Gloucester Place, Brighton, BN1 4AA. Cancellations will become valid on the day the written notice is received by INTO/Newcastle University London.
- The Cancellation Charges will be deducted from the Initial payments and/or any Fees paid by the Student at the time of cancellation. If no Initial payments and/or Fees have been paid by the student, INTO/Newcastle University London will invoice the Student for the Cancellation Charges. Payment of the Cancellation Charges shall be due within 30 days of the date of such invoice.

### **6.2. Licensor's right to terminate**

6.2.1. in any of the following instances the Licensor is entitled to terminate this Residence Agreement and (if it does so) the Student shall pay to the Licensor on demand up to a

maximum of six (6) weeks of the Residence Fee (in order to cover the reasonable administrative costs):

- a) any Instalment or other sum due under this Residence Agreement remains unpaid for fourteen (14) days; or
- b) the Student (for whatever reason) does not commence or ceases to pursue a full-time study program at a London school, college or university; or
- c) the Student is in breach of any of his/her obligations under this Residence Agreement; or
- d) the Licensor is so requested by the Residence Management as a result of action taken against the Student in accordance with the Code of Conduct; or
- e) the Student requires the Licensor (with the approval from London Accommodation Office for INTO City, INTO London and Newcastle University London) to terminate this Residence Agreement due to extraordinary personal circumstances such as illness or bereavement;

6.2.2. for the avoidance of doubt, the Licensor and the Student agree that if the Residence Agreement is terminated in accordance with to Paragraph 6.2.1:

- a) the Student's obligation to pay any remaining Instalments of the Residence Fee shall continue notwithstanding the termination of this Residence Agreement by the Licensor; and
- b) any refund to which the Student is entitled will be determined in accordance with the Refund Policy by the Student's study institution;

### 6.3. Student's right to terminate

For the purposes of this Paragraph 6.3, a "**Suitable Replacement Person**" is another person pursuing a full-time study program at INTO City, INTO London or Newcastle University London, who would not as a result of his/her move be vacating accommodation let or licensed from INTO City, INTO London or Newcastle University London.

6.3.1. the Student may only terminate this the Residence Agreement if a Suitable Replacement Person (found by the Student) has entered into a residence agreement (similar in form to this Residence Agreement) with the Licensor;

6.3.2. a Suitable Replacement Person will not be permitted on contract terms which are less than the remainder of the Duration;

6.3.2. the Student will be liable for all reasonable administrative charges incurred in connection with Paragraph 6.3.1, being £250.00;

6.3.3. if no Suitable Replacement Person can be found by the Student, this Residence Agreement cannot be terminated by the Student, who remains liable for all sums due (including outstanding Instalments of the Residence Fee) for the remainder of the Duration;



6.3.4. if a Suitable Replacement Person is found, the Student will be entitled to a refund in accordance with the Refund Policy;

6.3.5 the Student agrees to waive their right to terminate after eight weeks before the End Date, beyond which no Suitable Replacement Person will be accepted and the Student remains liable for all sums due (including outstanding Instalments of the Residence Fee) for the remainder of the Duration.

#### **6.4. Licensor not liable**

6.4.1. subject to the subsequent provisions of this Paragraph 6.4, the Licensor shall have no liability to the Student for any loss, expense, damage or theft (howsoever arising) under or in connection with this Residence Agreement, or by virtue of any act or omission of the Residence Management or any member thereof, including (without limitation) in relation to any items which are delivered to the Location for the Student and are subsequently mislaid;

6.4.2. nothing in this Paragraph 6.4 shall restrict the Licensor's liability to the Student in respect of death or personal injury;

6.4.3. if despite this Paragraph 6.4 the Licensor is found to be liable to the Student, the Licensor's liability shall be limited to the Instalments actually paid by the Student to the Licensor;

#### **6.5. Sundry Deposit and compensation for breaches**

6.5.1. the Licensor shall be entitled to draw on the Student's Sundry Deposit via INTO City, INTO London or Newcastle University of London, to make good any loss, damage or expense incurred in connection with:

a) ensuring the Room, Room Items, Shared Living Areas and Shared Items are restored to the condition they are in on the Check-In Date (as determined in accordance with Paragraph 4.3 (Inventory));

b) recovering any outstanding payments owed by the Student to the Licensor;

6.5.2. without prejudice to any other rights of the Licensor, the Licensor will be entitled to retain the Deposit if the Student fails to countersign the Inventory as provided in Paragraph 4.10.2 (At the end of this Residence Agreement);

#### **6.6. Right of entry**

the Licensor and anyone authorised by the Licensor (including the police) shall have unobstructed right to enter the Room at all reasonable times and where practicable on reasonable notice (or at any time in an emergency) for any purpose connected with this Residence Agreement or its operation;

#### **6.7. Works**

the Licensor reserves the right to carry out or to commission any maintenance, alterations or building works in the Location or on adjoining or neighbouring property and the Licensor shall not be

liable for any disturbance or inconvenience caused to the Student by such works. The Licensor will attempt to minimise inconvenience and wherever possible will ensure that such works are done between the hours of 8.00am and 8.00pm;

#### **6.8. Agreement with other residents**

the Student cannot in any circumstances compel the Licensor to take action against any other resident of the Location in relation to breaches of that resident's residence agreement;

#### **6.9. Alternative accommodation**

The Licensor reserves the right at any time during the Duration to move the Student to alternative accommodation provided that:

6.9.1. the Student is given reasonable notice;

6.9.2. the alternative accommodation is not materially less suitable than the Room; and

6.9.3. the Student will occupy the alternative accommodation on the terms of this Residence Agreement so far as relevant;

#### **6.10. Frustration**

6.10.1. in the event that the Room is damaged or destroyed by fire or any other risks so as to be unfit for occupation and use (and the payment to the Licensor of any money under any insurance policy taken out by the Licensor is not refused in whole or in part by reason of any act or default of the Student or anyone at the Room or the Location expressly or by implication with the Student's authority) then the Licensor shall request the Student to indicate whether or not he/she requires the Licensor to find alternative accommodation for the Student and in making such a request the Licensor shall indicate for how long such alternative accommodation is available. The Student shall respond to the Licensor within seven (7) working days indicating whether or not such alternative accommodation is required and if the Student fails to respond within seven (7) working days of the Licensor's request, the Student shall be deemed to not require alternative accommodation and this Residence Agreement shall terminate;

6.10.2. notwithstanding Paragraph 6.10.1, the Licensor may terminate this Residence Agreement at the end of the academic term in which the Room is damaged or destroyed as referred to in Paragraph 6.10.1, and any sums already paid by the Student in relation to the remainder of the Duration following the end of the academic term shall be returned to the Student;

6.10.3 in the event that the Room is damaged or destroyed by fire or any other risks and the payment to the Licensor of any money under any insurance policy taken out by the Licensor is refused in whole or in part by reason of any act or default of the Student or anyone at the Room or the Location expressly or by implication with the Student's authority, the Student shall pay to the Licensor on demand an equivalent amount to the money that the insurance company refuses to pay out.

#### 6.11. VAT

all amounts payable by the Student pursuant to this the Residence Agreement are exclusive of VAT chargeable in respect thereof, and the Student shall in addition pay any VAT chargeable thereon pursuant to applicable law and/or statutory regulation.

#### 6.12. PRIVACY AND COMMUNICATIONS

6.12.1. The Licensor and London Accommodation Office cannot guarantee the security of data which you send to us by email. Please do not send us payment details using email.

6.12.2. The Licensor and London Accommodation Office (and our appointed third party providers) collect certain personal information (e.g. name, address, email address) about the Student ("**Personal Information**"). For details on how this Personal Information is used, please read the privacy policy available on the Scape Website. Unless the Licensor and/or London Accommodation Office are fraudulent or negligent we will not be liable to the Student for any losses caused as a result of unauthorised access to this Personal Information.

6.12.3. The Student is responsible for ensuring the email address and other contact details provided to the Licensor and/or London Accommodation Office are correct. We will not be responsible if the Student does not receive communications from us because the details supplied are incorrect or in the event of telecommunication system failures outside our control.

6.12.4. The Licensor and/or London Accommodation Office communicate with the Student by email and by posting notices on Scape Website. The Student agrees to receive communications from us electronically in this way and that electronic communications will satisfy any legal requirement for communications be in writing.

6.12.5 The Licensor will inform the Student of special offers, promotions, events and send the Student newsletters and other information which may be of interest and to enhance their stay. Please refer to the Scape Privacy Policy which includes how the Student can change their marketing preferences.

## **Annex 1 - Contents**

***Please Note: The following list may vary depending on the Location and the Room.***

### **Part A - Room Items**

- (a) Refrigerator
- (b) Microwave Oven/Grill
- (c) Desk Chair
- (d) Bedroom Stool

### **Part B - Shared Items**

- (a) Washing Machine (8 of)
- (b) Tumble Drier (8 of)
- (c) Iron (2 of)
- (d) Ironing Board (2 of)
- (e) Vacuum Cleaner (10 of)
- (f) Mop and Bucket (10 of)
- (g) Dustpan and Brush (10 of)
- (h) Ping Pong Table (1 of)
- (i) Table Football (1 of)
- (j) Free Standing Furniture in Shared Lounge Area
- (k) Free Standing Furniture on Reception
- (l) Lounge Area 80" Television and Speaker System