

**DATED**

(1) SPITALFIELDS LIMITED

**- and -**

(2) **Student NAME**

**LICENCE AGREEMENT**

relating to

Chapter Spitalfields,  
9 Frying Pan Alley, London E1 7HS

**AGREEMENT FOR SINGLE ROOM**

**[INTO City, INTO London and Newcastle University London pay all Licence Fees to the Licensor on behalf of the student. When it is paid, the respective educational institution holds, on behalf of the student, the Sundry Deposit, that may be required in accordance with the Terms and Conditions found in the student's relevant programme brochure and/or the institution's website.]**

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## 1. MAIN TERMS OF THIS AGREEMENT

<b>Date:</b>	this agreement is made on you confirm your booking and/or sign the tenancy agreement between us and you for the Licence Period
<b>Licensor ("we", "us"):</b>	<b>SPITALFIELDS LIMITED</b> (company number 06059074) whose registered office is at Asticus Building, 2nd Floor, 21 Palmer Street, London, England, SW1H 0AD (and "our" shall be interpreted accordingly)
<b>Licensee ("you"):</b>	Student Name (and "your" shall be interpreted accordingly)
<b>Room:</b>	Room type and number specified on the tenancy agreement
<b>Licence Period:</b>	Booking period as specified on the tenancy agreement
<b>Licence Fee:</b>	As specified on the detailed statement and invoice
<b>Damage Deposit:</b>	Meaning the Sundry Deposit which may be required in accordance with the Terms and Conditions found in the student's relevant programme brochure and/or the institution's website.
<b>Furniture and Effects:</b>	the furniture and effects which are in the Room and details of which are set out in the attached inventory signed by the parties
<b>Exceptions:</b>	the exceptions set out at schedule 1
<b>our Agent:</b>	Greystar Europe Holdings Limited of 15 Finsbury Circus House, Finsbury Circus, London, England, EC2M 7EB or such other person or body as we may appoint from time to time to manage the Building

This document contains a consent to the processing of personal data regarding you and the Guarantor (if applicable). This consent is set out in clause 6.7.

## 2. DEFINITIONS

In this agreement, the following words and expressions shall have the following meanings:

**"Building"** means our building known as Chapter Spitalfields, 9 Frying Pan Alley, London E1 7HS, of which the Room forms part;

**"Common Room"** means any of the common rooms in the Building which we designate for your use from time to time;

**"Educational Institution"** means an institution providing educational courses to students;

**"Licence Fee"** means the amount payable for your Room, as detailed in clause 1;

**"Licence Fee Prepayment"** means the first four weeks' Licence Fee;

**"Licensor"** means the party referred to in the main terms of this agreement at clause 1 and includes that party's successors in title;

**" Student Handbook"** means the Student Handbook available at the reception desk of the Building; and

**"Pipes"** means the pipes, sewers, drains, cables, ducts, shafts, gullies, flues, gutters, watercourses, soakaways and other like conducting media (including all meters and other apparatus used in connection with them) which now are, or may be laid after, the date of this agreement.

### **3. LICENCE**

3.1 We permit you to use the Room for the Licence Period on the terms of this agreement and (in common with us and all others entitled by us to do so) to have:

3.1.1 use of the Common Rooms and such other shared facilities in the Building which we designate for your use from time to time;

3.1.2 use of the laundry rooms and other parts of the Building which we designate for use by students from time to time;

3.1.3 passage on foot or by wheelchair over the common entrance hall, staircases, landings and lifts in the Building for the purposes of accessing and exiting from the Room; and

3.1.4 passage and running of water and electricity from the Building through all pipes, wires, channels, drains, meters and sewers through and under the Room.

3.2 The Exceptions set out in schedule 1 are reserved to us.

3.3 The parties agree that it is not their intention that you are granted (and you are not granted) exclusive possession of the Room or of any other part or parts of in the Building.

### **4. YOUR OBLIGATIONS**

You agree with us:

#### **4.1 Licence Fee**

To pay to INTO City, INTO London or Newcastle University London the Licence Fee.

#### **4.2 Damage Deposit**

To pay to INTO City, INTO London or Newcastle University London the Sundry Deposit which may be required in accordance with the Terms and Conditions found in the student's relevant programme brochure and/or the institution's website

#### **4.3 Services, etc**

To pay or to indemnify us and our Agent against:

4.3.1 all charges for the use of any telephone, fax machine or similar device in the Room and all charges relating to such equipment;

4.3.2 the TV licence fees for any private TV in the Room;

4.3.3 a fair and proper proportion of the cost of cleaning all curtains and carpets in the Room which have become dirty during the Licence Period (reasonable use and fair wear and tear being allowed for);

4.3.4 any credit card charges which may be charged to or be payable by us on any payment or repayment which is made by or to you under this agreement if (which we are not obliged

to do) we agree to accept or make any such payments by credit card, together with a credit card administration fee of 2% charged on the total of each credit card transaction);

- 4.3.5 any bank charges which may be charged to or payable by us as a result of any payments which are due from you under this agreement being rejected, stopped or otherwise referred for payment;
- 4.3.6 interest at the rate of three per cent per year above the base rate from time to time of the Royal Bank of Scotland plc (or any other UK bank as we shall be free to choose) on any sum payable under this agreement that is not paid by the due date. Such interest is to be calculated from and including the due date, to but not including the date of payment (both before and after any judgment). This clause shall not allow you to withhold or delay payment of any sum or affect our rights in relation to any non-payment;
- 4.3.7 any VAT on any sums payable by you under this agreement; and
- 4.3.8 an administration fee of £20.00 for each late payment letter sent to you, which will reimburse us for costs incurred as a result of a late payment of any sums payable by you under this agreement.

#### **4.4 Your use of the Room**

- 4.4.1 You will not use or occupy the Room except for residential and study purposes.
- 4.4.2 During the Licence Period, you will not do or allow anything to be done that may cause a nuisance, annoyance or injury to us or the students in the Building and in particular (but without limitation):
  - 4.4.2.1 any noise or lighting from any radios, TVs, music players, computers, musical instruments or other equipment or voices must not cause annoyance or inconvenience to any other person; and
  - 4.4.2.2 you will not create any smells which cause annoyance or inconvenience to any other person.
- 4.4.3 You will not:
  - 4.4.3.1 hold or allow to be held in the Room any sale by public auction;
  - 4.4.3.2 carry out or allow to be carried out in the Room any profession, trade or business whatsoever;
  - 4.4.3.3 receive paying guests in the Room;
  - 4.4.3.4 (subject to clause 4.5) have overnight guests in the Room;
  - 4.4.3.5 obstruct in any way the entrance passages, stairways and lifts, if any, leading to the Room;
  - 4.4.3.6 hang or allow to be hung any clothes or other items on the outside of the Room;
  - 4.4.3.7 display any notice, poster or sign on the outside of the Room, or inside the Room so that it is visible from outside the Room;
  - 4.4.3.8 keep any flammable, dangerous or offensive goods or materials in the Room nor materials the possession of which is forbidden under this agreement, the Student Handbook, or by law;

- 4.4.3.9 keep or allow to be used in the Room any portable oil or gas heating equipment;
- 4.4.3.10 keep any pets or animals (excluding guide dogs but including, for the avoidance of doubt, reptiles, birds and insects) of any type in the Room;
- 4.4.3.11 leave the Room empty for any period of more than two weeks without an arrangement having been made with us;
- 4.4.3.12 use the Room for any purpose which is illegal or otherwise objectionable to us including the use, sale or keeping of illegal drugs or any other use which goes against the regulations in the Student Handbook;
- 4.4.3.13 smoke in any part of the Building (including the Room), you acknowledging that smoking in the vicinity of the Building is only permitted in the outdoor smoking areas designated by us;
- 4.4.4 whenever the Room is left unattended, you will fasten securely all locks and bolts fitted to the doors and windows of the Room;
- 4.4.5 you will not invite the public (generally or any specific section) to come to the Room nor use the Room for any purpose which attracts or is likely to attract casual callers; and
- 4.4.6 you will not use any electrical appliance in the Room unless and until satisfactory evidence has been provided to us that the electrical appliance has passed a Portable Appliance Test.

#### **4.5 Overnight guests**

You may request from us permission to have one (but not more than one) guest who is over 18 years of age stay in the Room for one night on up to eight occasions in any calendar month, subject to:

- 4.5.1 us at our absolute discretion being entitled to refuse permission for any reason whatsoever (including for health and safety reasons relating to the capacity of the Building);
- 4.5.2 any guest in relation to whom permission is granted providing us with satisfactory photographic identification in the form of a valid passport or driver's licence proving that that guest is over 18 years of age;
- 4.5.3 any guest whilst in the Building complying with the terms of this agreement (so far as they apply to occupation of the Building), the Student Handbook, and any other regulations imposed by us from time to time;
- 4.5.4 any guest vacating the Building immediately upon request by us for them to do so;
- 4.5.5 you being responsible at all times for your guests and paying to us our costs and expenses in making good any damage or breakage or the costs of any cleaning required as a result of the guest's occupation of the Room; and
- 4.5.6 us not being responsible in any way for your guests and us having no liability for any loss or damage to your guests' personal possessions brought into the Building.

#### **4.6 Caring for the Room**

- 4.6.1 (Subject only to our obligations under the English law and to damage in respect of which the provisions of this agreement relating to the suspension of Licence Fee apply) to keep:
  - 4.6.1.1 the Room clean and tidy and keep the internal decorations in good condition (fair wear and tear being allowed for);

- 4.6.1.2 the Furniture and Effects in good condition (fair wear and tear being allowed for) and not to remove the Furniture and Effects from the Room; and
- 4.6.1.3 the common parts of the Building clear, to do nothing which prevents their use as common parts and to make good any damage caused to them by you or any guests.
- 4.6.2 If we serve notice on you requiring you to clean the Room to comply with this clause 4.6, you must carry out any cleaning required within 48 hours of the service of such notice. If you fail to comply with such notice, we will be entitled to enter and remain in the Room to carry out such works, and the costs incurred by us shall be payable to us by you on demand.
- 4.6.3 You agree that in the event of any damage or breakage to the Furniture and Effects which may occur during the Licence Period to notify us of such damage or breakage, and to pay our costs and expenses in repairing the damage or breakage (such costs to be payable within 14 days of written demand).

#### **4.7 Student Handbook**

You shall regularly read and at all times comply with the Student Handbook (except that in the event of conflict between the Student Handbook and this agreement the terms of this agreement shall prevail), including paying any maintenance fees and charges levied by us or our Agent in accordance with the terms of the Student Handbook, and shall comply with such other regulations as may be imposed from time to time by us.

#### **4.8 Entry by us**

To allow us, or anyone with our written authority, at any time to enter the Room for any reasonable purpose including (by way of example only and not by way of limitation):

- 4.8.1 to inspect the condition of the Room; and/or
- 4.8.2 to carry out any works to the Room which are not your responsibility; and/or
- 4.8.3 for any purposes under the Gas Safety (Installation and Use) Regulations 1998.

#### **4.9 Alterations**

Not to alter or make any additions to the Room or put up any TV aerials or satellite dishes in or outside the Room or the Building.

#### **4.10 Personal agreement**

This agreement is personal to you and you are not permitted to deal with this agreement in any way, including (but not limited to) not assigning, subletting, leasing or sharing occupation of the Room.

#### **4.11 Formal notices**

To pass to us within seven days of receipt any notice served on the Room (including, by way of example only, notices under the laws relating to party wall and town planning matters) and not to respond to any such notice except on our express instructions.

#### **4.12 Re-licensing**

To allow us and those authorised by us to enter the Room at reasonable times of the day with or without prospective student occupiers or buyers so as to allow our re-licensing or other disposal of the Room or the building.

#### **4.13 Locks**

- 4.13.1 Not to alter or change or install any locks to the doors or windows in the Room nor have additional keys cut or keycards made without our consent (such consent not to be unreasonably withheld or delayed).
- 4.13.2 Not to give your keycards, security passes and/or keys to others.
- 4.13.3 To pay the cost of replacing any security passes and/or keys issued to you which are lost or which are not returned when the Licence Period comes to an end.
- 4.13.4 To pay the cost of replacing any keycards issued to you which are lost and need to be replaced before the Licence Period comes to an end.

#### **4.14 Insurance**

- 4.14.1 Not to do anything which will or may cause the policy of insurance relating to the Building or any nearby property to become void or voidable or the premium on any of such policies be increased.
- 4.14.2 To take out a suitable insurance policy in relation to your personal items kept in the Room or any other part of the Building. You acknowledge that you are fully responsible for protecting your personal property against all risks of loss or damage (including but not limited to theft and breakage) and you also acknowledge that neither us nor the Educational Institution at which you are studying are responsible for any such loss or damage in any way whatsoever.

#### **4.15 Disrepair**

To inform us promptly of any disrepair for which we are responsible.

#### **4.16 Expiry, etc**

- 4.16.1 At the end of the Licence Period created by this agreement:
  - 4.16.1.1 to give us vacant possession of the Room;
  - 4.16.1.2 to return all keys relating to the Room to us; and
  - 4.16.1.3 to remove all personal possessions and rubbish from the Room and from the Building.
- 4.16.2 You authorise us to store or dispose of any personal possessions left by you in the Room after this agreement ends. You indemnify us against any liability incurred by us to any third party whose property has been disposed of by us in the mistaken belief, held in good faith (which shall be presumed unless the contrary be proved), that such property belonged to you.



## **5. OUR OBLIGATIONS**

We agree with you:

### **5.1 Charges, etc**

To pay and indemnify us against all charges relating to the Room except those which you have expressly agreed to pay.

### **5.2 Provision of services**

We do not in any way guarantee to provide any services to the Room or the Building. We shall not be liable for any injury or loss or damage suffered by you which is caused by breakdown, absence or insufficiency of any of the services to be provided by us under the terms of this licence agreement or by any defect in the Building or by the closure of any rooms or areas within the Building in circumstances either:

5.2.1 where such breakdown, absence or insufficiency of services or default ("Problem") is caused by circumstances which are beyond our control; or

5.2.2 where we have used reasonable endeavours to rectify the Problem, but have failed to do so.

### **5.3 Repairing obligations**

To use reasonable endeavours to keep the structure and the outside and inside of the Building (including Common Rooms) and the installations for the supply of water, electricity, space heating and heating water and the installations for the purposes of sanitation which serve the Room in good repair and condition (except for damage caused by risks against which we have insured the Building).

## **6. AGREED MATTERS**

The parties agree as follows:

### **6.1 Interpretation**

In this agreement the terms set out in clauses 1 and 2 have the respective meanings given to them there and:

6.1.1 the singular includes the plural and vice versa;

6.1.2 any obligation undertaken by more than one person is a joint and several obligation;

6.1.3 a reference to any one gender includes either other gender;

6.1.4 a reference to a statute includes a reference to any statutory material amending or replacing it and any subordinate legislation made under it;

6.1.5 the headings are for guidance only and shall not affect the meaning of this agreement;

6.1.6 an obligation to do something includes an obligation to procure it to be done; and

6.1.7 an obligation not to do something includes an obligation not to allow it to be done.

### **6.2 Cancellation**

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.

### 6.3 Termination

- 6.3.1 We are entitled (but not obliged) to terminate this agreement immediately and at any time by service of a written notice ("Notice") addressed to you and delivered to the Room if you cease your course of study at your sponsoring Educational Institution.
- 6.3.2 For the avoidance of doubt, the term of this agreement is fixed for the Licence Period and you are not entitled to terminate this agreement for any reason whatsoever before the end of the Licence Period. This agreement will terminate on the expiry of the Licence Period and you shall not be entitled to extend the term of this agreement.
- 6.3.3 Notwithstanding 6.3.2 above, the Student may be allowed to terminate this 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. 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. A Suitable Replacement Person will not be permitted on contract terms which are less than the remainder of the Duration; the Student will be liable for all reasonable administrative charges incurred up to a maximum of £250.00; 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; If a Suitable Replacement Person is found, the Student will be entitled to a refund in accordance with the Refund Policy; 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 Recovery of possession**

If you are more than 14 days late in paying the Licence Fee (whether or not a formal demand has been made) or you are in breach of any of the terms of this agreement, then we may recover possession of the Room from you. On us doing so, the licence created by this agreement will come to an end, but all our other rights and remedies under this agreement will remain unaffected. This clause is subject to your rights under English law, which include (but are not limited to) the requirement for us to obtain a court order before seeking to recover possession of the Room.

#### **6.5 Apportionment**

Sums requiring apportionment will be apportioned on a daily basis.

#### **6.6 Licence Fee suspension**

If the Room is made uninhabitable by a risk against which we insure, and payment of the insurance money is not wholly or partly refused because of any act or default on your part, then the Licence Fee will cease to be payable until the Room is made habitable.

#### **6.7 Data protection**

6.7.1 You (and to the extent applicable, the Guarantor) hereby consent to the use of personal data, as defined in the General Data Protection Regulation (EU 2016/679 (the "GDPR")) in accordance with the terms of this clause.

6.7.2 We will hold certain personal data about you and the Guarantor (if applicable) as a result of the information you and/or the Guarantor (if applicable) provide to us in connection with this Tenancy Agreement. This information will be held and processed (as such term is defined in the GDPR by us for the purposes of our performing our obligations to you and exercising our rights under this Tenancy Agreement) and we will do so in accordance with the provisions of the GDPR. The above permission includes the use by us of your and of the Guarantor's (if applicable) personal data to assist in the prevention of crime or to protect the vital interest of you, the Guarantor or any person working and/or visiting the Property and the Building. As such, the information we process may include your (or the Guarantor's (if applicable)) sensitive data (as defined in the GDPR. If we hold sensitive data, we hold it to carry out our obligations and to exercise our rights as described above.

6.7.3 You and the Guarantor (if applicable) also give us express consent to use their personal data to confirm proof of residency, verify previous addresses, obtain landlord references, verify income, and undertake credit checks and searches against sanction lists maintained by United Kingdom or United States governments, including those lists maintained by the United Kingdom Treasury and the United States Office of Foreign Assets Control as well as other government lists from time to time considered appropriate by us.

6.7.4 We will share your personal data and the personal data of the Guarantor (if applicable) with our affiliated companies, with providers of our IT systems, with our facilities and facilities management providers (and similar contractors) and with governmental authorities. If this is a tenancy for student housing, we may also share your personal data with your educational institution. We share this data for the purpose of performing our obligations to you, protecting and exercising our rights, preventing crime, protecting the security of the Building and the Property and looking after your vital interests. We may also share your personal data with any potential purchaser of the Building from the Landlord.

6.7.5 Some of our data processing systems may be located in countries outside of the European Union, and in entering into this Tenancy Agreement you and the Guarantor (if applicable) are agreeing to the international transfer of personal data so that we may hold it in our systems. We will continue to provide adequate protection of such personal data and the

transfer of such data will not affect your or the Guarantor's (if applicable) rights or our obligations under the GDPR.

6.7.6 Our current policy is to hold your personal data for a period of approximately 7 years after you leave the premises. This is so that we can provide tenancy verification on your behalf and at your request. This personal data may also be required for our financial and tax reporting records. If we are able to delete files earlier, we will endeavour to do so, and we will in any event comply with legal time limits for the retention of personal data.

6.7.7 You and the Guarantor (if applicable) are able to opt-out of our processing of personal data about each of you to the extent that such processing is not required for us to exercise our rights or to discharge our obligations under this Tenancy Agreement. You and the Guarantor (if applicable) may have other rights under the GDPR, including a right of data portability and rights to have your personal data rectified or deleted or its processing restricted. You are also entitled to lodge a complaint with a supervisory authority, which is generally the supervisory authority where you work and/or are resident. These rights may be limited by our legitimate interests in processing your or the Guarantor's (if applicable) personal data for purposes of this Tenancy Agreement.

## **6.8 Damage Deposit**

Where it is paid, the respective institution shall hold the Sundry Deposit and be entitled to draw on the Sundry deposit at any time: a) to pay any sum which is due but unpaid by the Student under this Agreement or to obtain a sum in reasonable compensation for any other non-compliance by the Student with his/her obligations under this Agreement; b) to cover any reasonable administration charge levied by the Licensor in accordance with this Agreement.

## **6.9 Contents**

You acknowledge that we shall not be in any way liable to you for the loss of or damage to any personal items left in the Room or in any other part of the Building.

## **6.10 Alternative accommodation**

In the event that we require you to move to an alternative room in the Building at any time (for, for example, health and safety reasons, or because of reasonable logistic or administrative requirements), then you shall move to an alternative room within 48 hours of such request (or immediately in the case of emergency). This licence agreement shall apply to your occupation of any alternative room. For the avoidance of doubt, we may require you to move to an alternative room at any time and on any number of occasions during the Licence Period.

## **6.11 Proper law and jurisdiction**

This agreement shall be governed by and interpreted in accordance with English law and both parties submit to the non-exclusive jurisdiction of the English courts in relation to any claim dispute or difference which may arise in relation to this agreement and in relation to the enforcement of any judgement made in relation to any such claim dispute or difference.

## **6.12 Rights of third parties**

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **SCHEDULE 1: EXCEPTIONS**

Excepting and reserving in our favour and our licensees, agents and those authorised by us, and all other persons who now have or may be granted similar rights:

1. the full free and uninterrupted passage and running of water, soil, electricity and all other services and supplies of whatsoever nature from and to any other parts of the Building and any other of our adjoining or neighbouring property through the Pipes and the right of entry into the Room for the purpose of inspecting, repairing, renewing, re-laying, cleaning, maintaining and connecting up to any such existing or future Pipes;
2. the right to erect, (or to consent to any person erecting), a new building or to alter any part of the Building or any building for the time being on any of our adjoining or neighbouring property in such manner as we (or the person or persons exercising such right) may think fit, and despite the fact that such alteration or erection may diminish the access of light and air enjoyed by the Room;
3. the right to deal with the remainder of the Building and any of our adjoining or neighbouring property as we may think fit;
4. the right to erect scaffolding for the purpose of repairing, cleaning, rebuilding, renewing or altering the Building or any part of it or any buildings which now or may at any time during the Licence Period be on our adjoining or neighbouring property despite the fact that such scaffolding may restrict the access to or enjoyment and use of the Room;
5. the right for us (and those authorised by us) to enter the Room for the purposes and in the manner mentioned in this agreement or any other reasons relating to our ownership of the Room and/or Building; and
6. all rights of light, air, support, shelter and protection for the parts of the Building not included in the Room and all such rights (if any) as shall now or after the date of this agreement belong to and be enjoyed by any land or premises close to the Building.

## **SCHEDULE 2: FURNITURE AND EFFECTS**

Bed  
Mattress  
Mattress Cover  
Desk  
Desk Chair  
Wardrobe  
Notice board  
Microwave  
Lamp  
Fridge