

Licence to Occupy

Important:

This Licence contains the terms and obligations of the licence. You, the Licensee, should read it carefully to ensure that it contains everything you want to form part of the Licence and nothing you are not prepared to agree to. **If you do not understand this Licence or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it.** You may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre

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FIXED TERM LICENCE

This Licence to Occupy is between:

Name of The Licensor	Sanctuary Housing Association ("The Licensor") of
Address of The Licensor	Sanctuary House, Chamber Court, Castle Street, Worcester WR1 3ZQ
Correspondence Address	Accommodation Support Office, Dinwiddy House 189-205 Pentonville Road, London N1 9NF, United Kingdom,
Correspondence Telephone	0870 600 4777
Correspondence Email	London.students@sanctuary-students.com
Site Office Address	82 Old Montague St, London E1 5NN
Site Office Telephone	08706004777
Site Office Email	dongratton.house@sanctuary-students.com

AND

Name of Licensee(s)	[Licensee Name] (the " Licensee ").
Room	Room Type
Flat	The Flat is The Flat in which The Room forms a part.
Address	The Craft Building, 12 Greatorex Street, London, E1 5NF (the " Property ").

1) GENERAL TERMS

This Licence will begin on the date shown on your contract and is for a fixed period.(the "Licence Period")

1.1) Licence Fee, Service Charges and Other Charges

- A) The licence fee for The Property is as stated in the detailed statement and invoice issued by INTO City, INTO London or Newcastle University London.
- B) The Licence Fee for the Licence Period is payable in full prior to arrival.

1.2) Notices

- A) Any notice concerning this Licence shall be in writing and shall either be left at, or sent to London Accommodation Team for INTO City, INTO London and Newcastle University London.

1.3) Licensee's Status: This licence is granted to the Licensee on the understanding that during the full period of the licence they will be

- (i) a full time (over 21 hours) matriculated student of an officially recognised UK University or College (as defined in the Education (Recognised Bodies) (England) Order 2013).
- (ii) And in addition if the Licensee has been nominated to this Property by a specific educational institution then they must have student status as defined above at that specific institution and that if the Licensee does not have or loses this status then The Licensor will take steps to end this licence.
- (iii) **Nature of Licence:** This Licence is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an Assured Shorthold or Assured Tenancy, or to any

statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this licence ends.

2) THE LICENSOR'S OBLIGATIONS

The Licensor agrees:

2.1) **Licensee's right to occupy:** To permit the Licensee to occupy The Room with occupation being by the Licensee personally, together with right to use the front door, entrance hall, staircase and landings of The Property in which The Room is located and to use the communal kitchen/dining/lounge/toilet/bathroom areas of The Flat and any communal laundry/common room/ gym or any other facilities provided for the use of residents of The Property in which The Flat is located.

2.2) **Alterations to this Licence:** The Licensor can only alter the terms of this Licence with the Licensee's written consent.

2.3) **Repairs:** The Licensor shall maintain and where appropriate keep in proper working order:

- A) The structure and outside of The Property including the roof, outside walls, outside doors, window frames, windowsills, drains, gutters, external pipes, chimneys, garden fences, walls, gates or other boundary structures, driveways or paved areas;
- B) Internal walls, floors and ceilings, major internal plasterwork, skirting boards, doors, doorframes and door jambs;
- C) Installations for the supply of gas, electricity, water and sanitation including basins, sinks, baths, showers and sanitary conveniences;
- D) Heating and water heating equipment where provided by The Licensor;
- E) All fittings and furnishings provide within The Flat and The Property;
- F) Any communal areas within The Property including common entrance halls, stairways, lifts, passageways, rubbish chutes and other common parts including their electrical wiring.
- G) The Licensor shall carry out all repairs for which The Licensor is responsible within reasonable timescales.

2.4) **Exclusions to The Licensor's repair responsibilities:**

The Licensor is not responsible for other items including (but not limited to):

- A) Lost keys and access fobs;
- B) Repairs or replacements needed to The Property, The Room or The Flat, to The Licensor's fixtures fittings because of any neglect or damage caused by the Licensee, the Licensee's visitors or anyone who the Licensee has allowed access to The Property or to The Room or The Flat

2.5) **Cleaning:**

- A) The Licensee is responsible for keeping The Room in a reasonable state of cleanliness and to ensure that the belongings of the Licensee do not obstruct any of The Licensor's staff or their contractors in carrying out their duties. The Licensee is also responsible for disposal of rubbish from The Room. The Licensor will after giving warning to the Licensee, carry out any cleaning required for Health and Safety reasons and the Licensee will pay to The Licensor all costs reasonably incurred.
- B) The Licensor shall provide a regular cleaning service to the communal areas of The Flat and Property. This service will cover the fittings and fixtures that belong to The Licensor. The belongings and equipment belonging to the Licensee will not be cleaned. The Licensee will take reasonable steps to ensure that their belongings do not obstruct the Licensor in carrying out cleaning.

2.6) **Data Protection:** The Licensor will hold certain personal data about the Licensee as a result of the information provided in connection with this Licence. The Licensor will hold and process this information in accordance with the Data Protection Act 1998 and General Data Protection Regulation.

2.7) **Consents:** Where in this Licence, it states The Licensor's consent is required, The Licensor shall

give such consent at its absolute discretion

- 2.8) **Complaints:** The Licensor shall address the Licensee's complaints through The Licensor's complaints procedure, which is available from the Site Office referred to above, or via The Licensor's web site.
- 2.9) **Access:** The Licensor has an absolute right of access at any time for all purposes including but not limited to:
- (i) To inspect and repair The Property;
 - (ii) To carry out the Licensor's obligations under this Agreement;
 - (iii) To carry out repairs or alterations to adjacent rooms or The Flats;
 - (iv) To take gas, electricity or water meter readings (if relevant);
 - (v) To undertake the annual servicing of gas appliances at The Property or to carry out safety checks, compliance tests or any other items required for the safe operation of the building of which The Property forms part;
 - (vi) For any purpose mentioned in this Agreement or connected with the Licensor's interest in The Property or any other property; and
 - (vii) To show prospective tenants or purchasers around The Property

3) THE LICENSEE'S OBLIGATIONS

The Licensee agrees:

- 3.1) **Possession and Sub-letting:** To move into The Room at or after the start of the Licence Period, not to part with possession of it, and not to assign or sub-let or charge the whole or any part of it.
- 3.2) **Licence Fee:** To pay the Licence Fee in accordance with clause 1.1 B) above
- 3.3) **Outgoings:** While the Licensor agrees to meet all charges for electricity, gas, water and basic broadband internet access.
- A) No alteration, addition or amendment to the services provided should be carried out or instructed by the Licensee. The Licensee will be held responsible for meeting any additional costs for broadband, telephone, or any other service resulting from the Licensee's unauthorised purchase or instruction.
 - B) The Licensee is responsible for the purchase of a television licence for The Room or (subject to 3.3(c)) The Flat should they wish to view any live or streamed television signals or any other form of television viewing that requires a licence.
 - C) Where a television is provided by the Licensor within the communal area of The Flat, The Licensor is responsible for the purchase of a colour TV licence for that equipment.
 - D) Council Tax: As a student residence the occupants are exempt from Council Tax but if through any actions by the Licensee The Flat attracts Council Tax then the Licensee will be liable for the full Council Tax for the entire Flat.
- 3.4) **Inventory:** where the Licensor provides an inventory and schedule of condition of The Room, The Flat and its contents, the Licensee is responsible for checking this and returning it to the Site Office ensuring that any items that are missing or damaged are clearly noted. As set out in clause 3.13 C) of this Licence the Licensor has the right to charge for anything that is missing or damaged during the Licence Period, fair wear and tear excepted, and the inventory and schedule of condition (if applicable) sets out the agreed condition of The Property and The Flat and the contents at the start of the Licence.
- 3.5) **Use of Property:** The Licensee agrees:
- A) To use The Room for residential purposes and not to use The Room or The Flat for any business or any other commercial activity.
 - B) Not to tamper, interfere, alter or cover any fire safety equipment or system, including fire extinguishers, fire blankets, and fire alarm systems including smoke detectors and to take reasonable steps to ensure unwarranted fire alarm activations are avoided.
 - C) Not to use, keep or store any other dangerous or flammable goods, materials or substances, including firearms or any other explosive material, in The Room, Flat or communal areas.

- D) Not to affix or exhibit on The Room or The Flat any flag, notice, trade plate, board or advertisement visible from outside The Property without the Licensor's previous written consent.
 - E) To keep any communal areas within The Flat and The Property clean and tidy and free from rubbish and any other items at all times. If the Licensee causes any obstruction to the communal areas the Licensor, acting reasonably, may charge the Licensee the costs of removing the obstruction.
 - F) To use any communal facilities for their intended purpose having regard to the safety and comfort of others at all times.
 - G) Not to cause blockage to the drains and pipes, gutters and channels in or about The Property. If the Licensee causes any such blockage the Licensor acting reasonably may charge the Licensee the costs of removing the blockage.
- 3.6) **Nuisance and Anti-social Behaviour:** The Licensor shall not tolerate behaviour which causes or is likely to cause nuisance or annoyance or damage to neighbouring, adjoining or adjacent premises or to any person. Such behaviour includes (by way of example) but is not limited to:
- A) Excessive noise such as loud music which may cause a disturbance;
 - B) Offensive drunkenness;
 - C) Threats of violence such as bullying and abuse;
 - D) Violence or violent behaviour to anyone;
 - E) Damage to The Property such as breaking fixtures and fittings;
 - F) Allowing The Property to become dirty and/or unhygienic or become infested;
 - G) The use, cultivation, or storage of illegal drugs whether for the Licensee's own purposes or for supply to another;
 - H) The use of The Property for illegal or immoral activities;
 - I) Graffiti and/or vandalising property;
 - J) Using abusive or offensive language;
 - K) Making false or malicious complaints about any other person in the locality of The Property, any of the Licensor's, agents, employees, contractors or anyone acting on the Licensor's behalf.
- 3.7) **Behaviour of Others:** The Licensee is responsible for the behaviour of every person they allow to enter The Property. The Licensee is responsible for them in The Property and every part of it and in the locality of The Property.
- 3.8) **Racial and Other Harassment:** The Licensee must not cause, commit or allow anyone living with the Licensee, or the Licensee's visitors, to commit any harassment, or threat of harassment, on the grounds of race, ethnic origin, religion, age, lifestyle, gender, sexual orientation or disability, that may interfere with the peace and comfort of, or cause offence to other persons in the locality of, The Property, or to any of the Licensor's agents, employees or contractors or anyone acting on the Licensor's behalf.
- 3.9) **Violent or Threatening Behaviour:** The Licensee must not act in a violent way or threaten violence to other occupants of The Property such that an occupant of The Property leaves The Property by reason of the violence, or threatened violence made by the Licensee. The Licensor shall in these circumstances take such legal action as is available to it to remove the perpetrator from The Property and allow the victim to return to (or remain in) it.
- 3.10) **Bicycles:** The Licensee is not allowed to bring or keep a bicycle in The Room, flat, access corridors, stairwells, or any communal area within The Property. If The Property has a bicycle store or storage area then this must be used.
- 3.11) **Animals or Pets:** The Licensee may not keep any animal or pet in The Property.
- 3.12) **Smoking:** The Licensee must not smoke or allow their visitors or guests to smoke in The Room, Flat or The Property, except where there is a designated external smoking area then this is the only area in which smoking is permitted.
- 3.13) **Fixtures, Fittings, Furniture, Effects and Damage:**
The Licensee agrees:

- A) To keep the interior of The Room and Flat (including any contents) clean, tidy and in the same condition as at the start of the Licence (except for fair wear and tear) as detailed in the inventory and schedule of condition referred to in clause 3.4(if any).
 - B) Not to sell, lend, remove, replace or otherwise dispose of any of the Licensor's equipment, furniture, fixtures or fittings, or the contents from The Room, Flat or The Property. If the Licensee does so, the Licensor shall charge the Licensee for their replacement in full, including any reasonable costs properly incurred including administrative, legal and/or other costs.
 - C) To pay to the Licensor, the costs of making good any damage to The Room, Flat or The Property The Licensor's fixtures, fittings, or the contents, caused by the Licensee or their visitors (reasonable wear and tear excepted).
 - D) To comply within a reasonable time with any notice from the Licensor advising the Licensee of the need to attend to any items of repair or maintenance for which the Licensee is responsible.
 - E) the Licensor is not responsible for any loss or damage caused as a result of the washing machine, tumble dryer, fridge or freezer (if any) breaking down or damaging the Licensee's belongings or food.
- 3.14) **Ventilation:** The Licensee agrees to ensure that The Room and The Flat are properly ventilated to help prevent condensation. If there is any condensation, to wipe it down and clean any surfaces when necessary to prevent mould or damage to The Room or The Flat or its fixtures and fittings.
- 3.15) **Keys and Door Entry Fobs:** The Licensor is not responsible for replacing lost or damaged keys or door entry fobs but if the Licensor does replace any lost or damaged keys or door entry fobs, the Licensor, acting reasonably, may charge the Licensee the reasonable costs properly incurred in replacing them. The Licensee must not give or lend their keys or fobs to any other person or have copies made of the keys or fobs.
- 3.16) **Reporting disrepair:** To promptly report to the Licensor any disrepair or defect either in The Room, Flat or The Property (whether or not caused by the act, default or neglect of the Licensee), when it comes to the Licensee's attention.
- 3.17) **Cleaning:** To keep the interior of The Room in a reasonably clean condition and to carry out required cleaning to The Room and The Flat when requested to do so by the Licensor. The Licensee is responsible for meeting the Licensor's costs incurred in carrying out cleaning within The Property or The Flat where the Licensor has determined, acting reasonably, that the standard of hygiene is below an acceptable standard.
- 3.18) **Pests:** To report to the Licensor any infestation of pests and vermin promptly on it coming to the Licensee's attention
- 3.19) **Improvements:** The Licensee is not to make improvements, alterations or additions to The Room, Flat or The Property (including the erection of a television aerial, satellite, redecoration and additions to, or alteration in the Licensor's installations, fixtures and fittings). If the Licensee carries out improvements, alterations or additions without the Licensor's consent, the Licensor reserves the right to require the Licensee to make good the damage or to restore The Room, Flat or The Property to its previous condition and to charge the Licensee the reasonable costs properly incurred by the Licensor in making good in default.
- 3.20) **Parking:** There is no on-site parking available.
- 3.21) **Guests:** The Licensee is allowed to have occasional overnight guests within The Room but such guests must not take up regular or permanent residence and their presence in The Room must comply with all the responsibilities of visitors as set out in this Licence. Visitors must be signed in to The Property in accordance with guidelines available from the Site Office.
- 3.22) **Absence from The Property:** To inform the Licensor in writing, and if possible in advance, if the Licensee expects to be absent from The Property for four weeks or more.
- 3.23) **Insurance:** The Licensor will purchase personal belongings insurance on behalf of the Licensee and make information available to the Licensee on levels of cover and how to claim. The Licensor takes no responsibilities for the possessions and belongings of the Licensee or the performance of the insurer/broker of the contents policy. Licensees are encouraged to review the insurance cover provided and make alternative arrangements should additional and/or separate cover be required.

3.24) **Health and Safety:** The health and safety of all Licensees, agents, employees, contractors, visitors, anyone acting on the Licensor's behalf and that of others is paramount. That being so, if the Licensee endangers or acts in a way likely to endanger their health and safety the Licensor may bring, or the Licensor may support other agencies to bring Court proceedings against the Licensee.

4) **ENDING OF THIS LICENCE BY THE LICENSEE**

- 4.1) The Licensee cannot normally end the licence before the end of the fixed term. However, if the Licensee can find another suitable replacement licensee (**the New Licensee**), to replace the Licensee and if London Accommodation Team for INTO City, INTO London and Newcastle University London approves the New Licensee (in its absolute discretion), the Licensor will allow the Licensee to end this Licence at a time to be agreed between the Licensor and the Licensee (the "Notice Period") provided the Licensee has
- A) paid all the Licence Fee to the end of the Notice Period, together with any other money, legally due to the Licensor in respect of the Licence, and
 - B) paid any reasonable administrative costs incurred by the Licensor in bringing this Licence to an end and
 - C) paid any reasonable charges that arise under the terms of this Licence from their use of The Room, Flat and Property as ascertained during a pre-departure inspection .
- 4.2) And provided the New Licensee has
- A) signed a licence with the Licensor for a period which is equal to the rest of the Licence Period, and
 - B) paid the Administration Fee, Advance Payment of Licence Fee and any other charges as set out in Clause 1.1, of the Licence and
- 4.3) The Licensee's liability under this Licence will end once the New Licensee has signed the Licence for The Room, paid for the remaining licence fees and moved in. If these conditions are not met, the Licensee will remain liable for the full amount of the Licence Fee, even though the Licensee may no longer be living at The Property.

5) **CANCELLATION PRIOR TO START DATE**

Cancellation of an Acceptance of Our Offer prior to arrival at the Residence is subject to the relevant paragraphs in the standard terms and conditions for INTO City, INTO London and Newcastle University London. In summary:

If the Student wishes to cancel their place prior to the Course commencing, 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 for all programmes.

Accommodation Fee Cancellation Charges:

Four weeks or more before commencement: cancellation fee of £500

Less than four weeks before commencement: cancellation fee of £1000

Cancellation after commencement: cancellation fee will be the entire balance of the accommodation fee owed by the Student

6) **ENDING OF THIS LICENCE BY THE LICENSOR**

- 6.1) This Licence is for a fixed term and in normal circumstances will run its full term and terminate at the end of the Licence Period.
- 6.2) The Licensor may end this Licence at any time for any reason including but not limited to any or all of the following:
- A) The Licensee has failed to pay the Licence Fee or other charges which are due;
 - B) The Licensee has failed to comply with or breached any of the conditions of this Licence;

- C) The Licensee has caused damage to The Room, The Flat or any part of The Property including, fixtures or fittings and any contents of the same
 - D) The Licensee has caused a serious and/or persistent nuisance to other occupiers of The Property, neighbours or staff, or acts of harassment on the grounds of race, colour, religion, gender, sexuality, age or disability
 - E) The Licensee is not a matriculated student as defined in 1.3
 - F) The Licensee has engaged in seriously disruptive behaviour or violent behaviour.
- 6.3) If the Licensor ends this Licence early the Licensee will remain liable for the full payment of the Licence fee until the end of the Licence Period.

7) MOVING OUT THE LICENSEE'S OBLIGATIONS

- 7.1) The Licensee must leave The Room and Flat, the Licensor's fixtures and fittings, and the contents clean and tidy and in the same condition that they were in at the beginning of the Licence apart from deterioration caused by fair wear and tear.
- 7.2) The Licensee must give the Licensor vacant possession and return all keys and door entry fobs to The Room, Flat and Property to the Licensor at the end of this Licence.
- 7.3) The Licensee must remove all personal items including rubbish, furniture, belongings on or before the end of the Licence Period or earlier if determined further to clause 4, 5 or 6 of this Licence. The Licensor will dispose of anything left behind by the Licensee after the end of the Licence Period and the Licensee will be responsible for meeting all reasonable costs incurred in disposal.
- 7.4) The Licensee must pay for any reasonable charges incurred by the Licensor in securing The Room and The Flat or The Property against re-entry where the keys and/or door entry fobs are not returned to the Licensor;
- 7.5) If the Licensee is responsible for any unpaid debts or court judgments registered against The Property, the Licensee must do what is necessary to make sure that these are no longer registered against The Property, before the end of the Licence. If the Licensee fails to do this, the Licensee will be responsible for paying to the Licensor reasonable costs and expenses that may result from this.
- 7.6) The Licensee must provide the Licensor with a forwarding address and make arrangements for the forwarding of mail and correspondence through the Royal Mail redirection service.

8) Costs

The Licensee must pay the Licensor's reasonable legal and other costs if the Licensor takes any action against the Licensee for not paying any amounts the Licensee owes to the Licensor or if the Licensee does not meet any of its other responsibilities set out in this Licence.

9) ACCEPTANCE

By accepting The Licensor's offer the Licensee becomes fully liable for all the Licensee's obligations as set out in this Licence.

10) RELOCATION

The Licensor has the right at any time to move the Licensee to a similar alternative Room within The Flat and/or The Property during the Licence Period.