

## Student Residence Agreement – Scape East

This Agreement is made between the Licensor and the Student specified in the Particulars (which can be found at the end of the document)

### 1 DEFINITIONS AND INTERPRETATIONS

1.1 The Particulars form part of this Agreement.

1.2 The words in quotes in the Particulars have the meanings set out next to them.

1.3 In addition the following words have the following meanings:

“**Duration**” means the period set out in the Particulars.

“**Facilities Manager**” means the person appointed to act as facilities manager.

“**Halls of Residence Code of Conduct**” means the procedure notified to the Student at the commencement of this Agreement (as amended from time to time).

“**Regulations**” means all regulations of the Licensor issued from time to time which may impact upon the Student’s use and occupation of the Residence including but not limited to fire rules and evacuation procedures, the Tenant Health and Safety policy, and any House Rules, copies of which are provided at the Hall of Residence and may be made available on request.

“**Residences Management**” means the Students’ Representative or Facilities Manager or either of them.

“**Residence Year**” means the period from and including the **Tenancy Start Date** and ending on and including the **Tenancy End Date**.

“**Shared Items**” means the items listed in the Particulars and any other items within the Shared Areas provided for use by the occupiers of the Residence.

“**Shared Living Areas**” means all areas which are provided within the Residence for shared use by the occupiers of the Residence.

“**Student Personal Data**” means any “Personal Data” (as defined in the Data Protection Act 1998) which relates to the Student.

“**Students’ Representative**” means the person appointed by the Licensor to act as Tenants Representative.

1.4 A reference to any legislation includes any statutory amendment or modification of it or any laws or regulations made pursuant to it.

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

1.6 Any reference to the Residence includes a reference to the Unit.

1.7 Any termination of this Agreement shall not affect any pre-existing rights of any party against the other.

## **2 GRANT OF LICENCE**

The Licensor grants to the Student the right to occupy the Unit as a licensee only and use the Unit Items for the Duration of this Agreement together with the right (along with others entitled) to use the Shared Living Areas and the Shared Items and in no way shall this Agreement confer or bestow any security of tenure to the Student.

## **3 RESIDENCE FEE**

- 3.1 It is your responsibility to make sure that payments are made on time and to the correct amount. We are not required to send reminders about payment due dates.

## **4 THE STUDENTS OBLIGATIONS**

The Student agrees that he/she will:

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

- a. make sure that payments are made on time and to the correct amount (without any deductions or set off); and
- b. Pay the Deposit, meaning the "Damage and Sundry Expenses Deposit" required in accordance with the Terms and Conditions found in the student's relevant INTO, INTO University Partnerships or University brochure

### **4.2 Legislation and Regulations**

Read the terms of the Resident's Disciplinary Procedure and abide by them (a copy is available upon request)

### **4.3 Care of the Unit and Shared Areas**

- a. keep the Unit and Unit Items in a clean and tidy condition;
- b. not change damage or mark the decorative finish of the Unit or Shared Living Areas;
- c. not damage Unit Items or remove any of them from the Unit;
- d. pay to the Licensor the reasonable cost of any damage to the Unit and the Unit items as often as such damage occurs;
- e. not damage any Shared items or remove them from the location they were put in by the Licensor;
- f. not litter or obstruct the use of the Shared Areas and jointly with other occupiers keep them in a clean, tidy and hygienic state; and

- g. pay to the Licensor the reasonable cost of any damage to the Shared Areas and to the Shared Items or a reasonable percentage of such cost if it is caused collectively with other Students.

#### 4.4 Students own belongings and equipment

- a. only keep or use items which are the sort of item normally kept by students in residences of this type ("**Qualifying Items**"), not including any illegal or illicit substances;
- b. keep any such item in a safe condition, use it in a safe and proper manner and (if electrical) to ensure that at all times it has a valid safety certificate issued by a qualified electrician; and
- c. allow the Licensor on request to inspect any item referred to in Clauses a and b 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 Residence.

***Note: 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.***

#### 4.5 Nuisance

- a. not cause any excessive or unnecessary noise anywhere in the Residence;
- b. not cause any noise in the Unit which is audible outside of the Unit;
- c. not cause any other occupier of the Residence or neighbouring property any disturbance, distress, annoyance, inconvenience or damage to their property;
- d. not keep or use anywhere in the Residence drugs, the possession or use of which is prohibited by statute (including but not limited to, the Misuse of Drugs Act 1971);
- e. not keep or use any firearms, offensive weapons, explosive, candles or flammable materials;
- d. 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 Student Accommodation Manager and may result in the immediate termination of the Licence in accordance with the Resident's Disciplinary Procedure.***

- a. notwithstanding any repercussions in accordance with the Resident's Disciplinary Procedure, if a Student sets off a fire alarm without due cause (even if accidentally) resulting in attendance of the emergency fire services or the evacuation of the Residence to pay on demand for any related costs incurred by the Licensor (up to a maximum of £100).

4.6 Proper Use of the Unit and Shared Areas

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

4.7 Other Requirements

- a. comply with any reasonable request or instruction relating to the use and occupation of the Residence which may be issued from time to time by any member of the Residences Management and any officer of the emergency services in attendance;
- b. afford the due courtesy and respect to any member of the Residences Management;
- c. not to apply for a parking permit nor park any car or vehicle in any parking space in or neighbouring the Residence unless such car parking space has been allocated to the Unit;
- d. not to allow visitors to park in a parking space in or neighbouring the Residence other than in a parking space specifically allocated to visitors;
- e. (unless prior specific arrangements have been made with the Residences Management) ensure that all visitors leave the Residence before midnight;
- f. not without consent of the Facilities Manager hold parties or meetings of more than 10 people anywhere in the Residence; and
- g. not keep any animal(s), birds, reptiles or pets anywhere in the Residence.

4.8 Agreement personal to Student

Not at any time assign the benefit of all or any part of this agreement or part with or share occupation of the Unit.

4.9 At the end of this Agreement

When this Agreement comes to an end (however that may be):

- a. notify the Facilities Manager to facilitate the inspection of the Unit and the completion of the room inventory;

- b. as soon as possible vacate the Unit and remove all of the Student's belongings from the Residence and leave the Unit in the state and condition required by the Student's obligations under this Agreement;
- c. accompany the Facilities Manager on an inspection of the Unit and countersign the completed inventory upon completion of such inspection. The Student is entitled to endorse the inventory with comments on its accuracy;
- d. give to the Facilities Manager all keys to the Residence, swipe cards, fobs and car park stickers issued to the Student and for any such item not returned pay the Licensor a reasonable administrative/replacement charge on demand and at the absolute discretion of the Student Accommodation Manager; and
- e. until the keys to the Unit are returned, the Residence Fee will continue to be payable.

#### 4.10 Expenses related to breaches of this Agreement or recovering possession

Pay all reasonable expenses fees and costs (including legal and bailiffs fees and the cost of court proceedings) incurred by the Licensor and its agent in connection with:

- a. collecting or attempting to collect any sums which are due but unpaid by the Student under this Agreement;
- b. ensuring that the Student gives up occupation of the Unit once he/she is no longer entitled to occupy; and
- c. seeking redress for any breach of the terms of this agreement by the Student.

#### 4.11 Keep the Residence Management Informed

- a. inform the Residences Management of any damage to the Unit, Residence, Unit Items or Shared Items as soon as it is discovered;
- b. inform the Tenants Representatives of a person to contact in the event of an emergency; and
- c. inform the Residences Management of a forwarding address on vacation of the Residence.

Without prejudice to any course of action by the Licensor, any breach of any of the terms in this Residence Agreement, may be referred by the Residences Management to the Licensor and may be dealt with in accordance with the Resident's Disciplinary Procedure.

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

The Licensor will provide the following facilities for the Duration (except to the extent that any of them are the subject of the Student's obligations in this Agreement) but it is agreed without prejudice to the other terms hereof that the Licensor shall not incur any liability for any temporary failure or interruption in the provision of any of the facilities or for any loss arising from such failure or interruption which arises for reasons beyond the Licensor's control:

- a. maintenance and repair of the Residence;
- b. operation, inspection, servicing and repair of plant, machinery and equipment in the Residence which belongs to the Licensor;
- c. provision and repair and maintenance of those Shared Items specified in the Particulars (but not any other Items);
- d. provision of the Unit Items at the beginning of the Duration;
- e. periodic cleaning of and removal of rubbish from the Shared Areas;
- f. provision of fire fighting equipment (if required by legislation) in the Shared Areas and the payment of all charges in connect on with its rental, installation and maintenance;
- g. an adequate supply of hot water for normal domestic use;
- h. reasonably adequate heating in the Residence having regard to prevailing weather conditions; and
- i. a "Halls of Residence Complaints Procedure" similar in the form set out in "Schedule 2".

## **6 ADDITIONAL MATTERS**

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

- 6.1.1 In any of the following instances the Licensor is entitled to terminate this Agreement and (if it does so) require the Student to pay on demand up to a maximum of 6 weeks of the Residence Fee (in order to cover the reasonable administrative cost):
- a. if any Instalment or other sum under this Agreement shall be due but unpaid for 14 days; or
  - b. if the Student (for whatever reason) does not commence or ceases to pursue a course of study at such institution as the Licensor may approve; or
  - c. if the Student is in breach of any of his/her obligations under this Agreement;
  - d. if the Licensor is so requested by the Tenants Representative as a result of action in accordance with the Resident's Disciplinary Procedure;

- e. if INTO requires the Licensor to terminate this agreement for reasonable cause.

6.1.2 For the avoidance of doubt, the Licensor and Student agree that if the Residence Agreement is terminated in accordance with Paragraph 6.1.1:

- a. the student's obligation to pay any remaining Instalments of the Residence Fee shall continue notwithstanding the termination of this Resident Agreement by the Licensor; and
- b. any refund to which the Student is entitled will be determined in accordance with the Refund Policy found in the Terms and Conditions of the student's relevant INTO, INTO University Partnerships or University brochure

## 6.2 Students Right to Terminate

The Student may only terminate this Agreement if a Suitable Replacement Person (found by the Student) has entered into a student residence agreement (similar in form to this Agreement) subject to a reasonable administrative charge payable by the Student up to a maximum of £100.

A Suitable Replacement Person is another registered INTO or INTO University Partnerships student who is pursuing, or attending, a similar course of study and who would not as a result of his/her move be vacating accommodation let or licensed from INTO or INTO University Partnerships.

If no Suitable Replacement Person can be found by the Student, this 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 Licensor not liable

- a. Subject to the subsequent provisions of this Clause, the licensor shall have no liability to the Student for any loss, expense, damage or theft (howsoever arising) arising under or in connection with this Agreement or by virtue of any other act or omission of the Residences Management or any member thereof.
- b. Nothing in this Clause shall restrict the Licensor's liability to the Student in respect of death or personal injury in accordance with the law,
- c. If despite this Clause, the Licensor is found to be liable to the Student the liability shall be limited to the Instalments actually paid to the Licensor

## 6.4 Deposit and Compensation for Breaches

- a. INTO shall hold the Deposit and be entitled to draw on the Deposit at any time:
  - i. 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;

- ii. to cover any reasonable administration charge levied by the Licensor in a accordance with this Agreement,
- b. The Licensor shall give notice to the Student of any amount claimed and the amount withdrawn under Clause 6.4(a)(i) and, if the Licensor at its discretion so demands, the Student shall pay to the Licensor the amount of such withdrawal in order that the Deposit is restored.
- c. The shortfall between any withdrawal from the Deposit and the full amount of any sum referred to in Clause 6.4(a) will be payable by the Student to the Licensor on demand.
- d. As soon as reasonably possible after the end of this Agreement and upon receipt of the duly completed room inventory the Licensor will pay to the Student a sum equal to the Deposit less any deductions made in accordance with this Clause 6.4.
- e. Without prejudice to any other rights of the Licensor to forfeit the Deposit, the Licensor shall be entitled to forfeit the Deposit if the Student shall fail to endorse the Unit inventory as provided in Clause 4.9(c).

#### 6.5 Right of Entry

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

#### 6.6 Works

The Licensor reserves the right to carry out or to commission any maintenance, alterations or building works in the Residence 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 8.00 am and 8.00 pm.

#### 6.7 Agreement with Other Students

The Student cannot in any circumstances compel the Licensor to take action against any other student in relation to breaches of that student's Student Residence Agreement.

#### 6.8 Alternative Accommodation

The Residences Management reserves the right at any time during the Duration to move the Student to alternative accommodation elsewhere PROVIDED THAT

- a. the Student is given reasonable notice;
- b. the alternative accommodation is not materially less suitable than the Unit; and
- c. the Student will occupy the alternative accommodation on the terms of a new agreement on the terms of this Agreement so far as relevant.



6.9 Frustration

6.9.1 In the event that the Unit is damaged or destroyed by fire or any other risks so as to be unfit for occupation and use (and the payment of the insurance money is not refused in whole or in part by reason of any act or default of the Student or anyone at the Unit 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 7 working days indicating whether or not such alternative accommodation is required and if the Student fails to respond within 7 working days of the Licensor's request the Student shall be deemed to require alternative accommodation and this Agreement shall continue in full force and effect.

**6.9.2 Notwithstanding Clause [ ] the Licensor may terminate this Agreement at the end of the academic term in which the Unit is damaged or destroyed as referred to in this Clause.**

6.10 VAT

All amounts payable by the Student pursuant to this Licence 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.

## 7 DATA PROTECTION

7.1 The Licensor will use Student Personal Data and information obtained from other sources to provide the Student with services under this Agreement and to fulfil the operational requirements of the Hall of Residence. The Licensor may keep Student Personal Data for a reasonable period for these purposes. The Licensor may need to share your information with service providers and agents for these purposes. The Licensor may disclose Student Personal Data in order to comply with a legal or regulatory obligation.

7.2 By providing the Licensor with his or her personal information, the Student consents to the Licensor transferring Student Personal Data to countries or jurisdictions which do not provide the same level of data protection as the UK, if necessary for the above purposes. If the Licensor does make such a transfer, it will, if appropriate, put a contract in place to ensure that Student Personal Data is protected.

**PARTICULARS OF RESIDENCE AGREEMENT**

<b>“The Licensor”</b>	MILE END ROAD NOMINEE (NO.1) LIMITED and MILE END ROAD NOMINEE NO.2) LIMITED
<b>“Residence”</b>	1 Unit
<b>“Unit”</b>	Unit Number in the Residence
<b>“Duration”</b>	
<b>“Residence Fee”</b>	£
<b>“Deposit”</b>	£ meaning the “Damage and Sundry Expenses Deposit” required in accordance with the Terms and Conditions found in the student’s relevant INTO, INTO University Partnerships or University brochure
<b>“Student”</b>	
<b>“Home Address”</b>	
<b>“Home Telephone Number”</b>	
<b>“Email Address”</b>	
<b>“Residence Management”</b>	The residence management office at SCAPE EAST COURT, 450 MILE END ROAD, LONDON, E1 4GG
<b>“Telephone Number”</b>	0207 952 2850
<b>“Unit Items”</b>	As set out in schedule 1 attached
<b>“Shared Items”</b>	As set out in the schedule 2 attached

**DECLARATION AND SIGNATURE**

I have read, understood and accept the terms of the attached agreement of which these particulars form part



the global education partners

.....  
(Student to sign here) (Dated)

**Schedule 1**

**Unit Items**

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

**Schedule 2**

**Shared Items**

- (a) Washing Machine (8 of)
- (b) Tumble Drier (8 of)
- (c) Iron (2 off)
- (d) Ironing Board (2 of)
- (e) Vacuum Cleaner (10 of)
- (f) Mop and Bucket (10 of)
- (g) Dust and Brush (10 of)
- (h) Pool Table (1 of)
- (i) Table Football (1 of)
- (j) Free Standing Furniture on 1st Floor Mezzanine Area
- (k) Free Standing Furniture on Ground Floor Reception
- (l) I Pad Touch Screen Terminals (2 of)
- (m) Lounge Area 60" Television and Speaker System