

Claredale House

Residential Summer Licence Agreement

2018



Claredale House

Claredale Street, London E2 6PE

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Important

This document sets out the contract between you and the Association for your accommodation at Claredale House during the Vacation 2018. You should read this document in full and make sure that you understand the terms and conditions. The main points to note are as follows:

- To secure your accommodation a deposit of £200 is payable; this will be refunded to you at the end of the contract, subject to any deductions for outstanding rent, charges for damage or cleaning, cancellation, etc. (section 5).
- You are agreeing to take the accommodation for the full duration of the agreement.
 - If you cancel or amend the duration of the contract within 56 days before the contract start date, you will be liable for a 'cancellation charge' of £100.
 - If you cancel or amend the duration of the contract within 28 days before the contract start date or during the contract period, you will be liable for a 'cancellation charge' of £200 (subject to the nature of the amendment and at the discretion of the Hall Manager) (section 6).

When you book, you make a commitment to take the accommodation for the duration you requested. If you cancel or amend the duration of your booking, this can cause financial loss to the Association if we are unable to fill the space you create; consequently these cancellation/amendment charges are necessary.

- Rent is payable by advance instalments of varying amounts (section 4 and Appendix B) depending on the class of room you occupy.
- Under certain circumstances (section 7 and Appendix A) the Association can end the contract earlier than the agreed contract end date.
- There are certain important conditions you must observe (sections 8 and 9) while you reside at Claredale House.

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1 PREAMBLE

Cass and Claredale Halls of Residence Association Limited (The Licensor) is a Housing Association, registered under the Industrial and Provident Societies Act 1965, which has amongst its objectives the provision of short-term accommodation to students while they study in London.

This Licence, which is offered by the Licensor in pursuit of this stated objective, does not give you, The Licensee, and is not intended to give you any of the rights or to impose on you any of the obligations of a tenant nor does it give you the right to exclusive occupation of any particular Accommodation which may be allocated to you or which you may be allowed to use.

This Licence, which is personal to you, refers to the Accommodation and services described in the Schedule to this Agreement (which will be supplied to you on arrival). It is granted to you only on your acceptance of and agreement to the terms and conditions set out herein. These terms and conditions are designed to ensure the welfare of both you and the community in the Hall and in the surrounding area, and to enable the effective management of the Hall in the pursuance of the Association's objectives.

2 DEFINITION

For the purposes of this Licence Agreement the following definitions apply:

- a) "Licence" and/or "Agreement" shall mean the Residential Licence Agreement and "Schedule" shall mean the Schedule to the Residential Licence Agreement which forms part of this Agreement and which will be supplied to you on arrival.
- b) "Licensor" shall mean Cass and Claredale Halls of Residence Association Limited. Also, where the word "Association" is used, it shall be taken to mean the Cass & Claredale Halls of Residence Association Ltd., whose registered office is at Claredale House, Claredale Street, London E2 6PE.
- c) "Licensee" shall mean the person named as such in the Schedule to the Licence Agreement (which will be supplied to you on arrival).
- d) "Accommodation" shall mean the Accommodation described in the Schedule to the Licence Agreement (which will be supplied to you on arrival).
- e) Where the words "House" or "Hall" or "Premises" are used, they shall be taken to mean Claredale House, Claredale Street, London, E2 6PE.
- f) Where the words "Hall Manager" are used, it shall be taken to mean the Hall Manager or such other Association staff or agents of the Association authorised to act on his behalf.

3 DURATION OF THE AGREEMENT

- a) The Licence Agreement shall be effective from the start date as given until the end date as given in the Schedule.
- b) Notwithstanding 3(a), the duration of the Licence may be reduced or extended by the Hall Manager in agreement with the Licensee. Any such change will be shown as an amendment to the start and end dates in the Schedule.

4 LICENCE CHARGES AND PAYMENT OF FEES

- a) The Association offers different classes of Accommodation which are charged at the respective Licence Charges detailed in Appendix B.
- b) The Licensee will be liable for the Licence Charge due in respect of the class of Accommodation to which they are allocated, from week to week, during this Agreement.
- c) On commencement of the Agreement, the class of Accommodation occupied by the Licensee will be as given in the Schedule to the Agreement (which will be supplied to you on arrival).
- d) Notwithstanding 4(c) above, where the Licensee moves during this Agreement to an alternative class of Accommodation within the Premises, the Licence Charge will be, from the week of the move, the charge due in respect of the class of Accommodation to which the Licensee has moved.

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- e) Licence charges, which relate to the weekly charge for the Accommodation, are collected by the Association as 'Residence Fees' which are payable by the Licensee at least weekly in advance.
- f) No room key will be issued to any Licensee unable to provide the full deposit and the full residence fee for at least the first week of accommodation.
- g) Cheques should be made payable to 'Cass & Claredale Halls of Residence Association Ltd.'
- h) Licensees who fail to pay, on reasonable request, any outstanding Residence Fees, charges or costs incurred to the Association by the Licensee or his/her guests will have their details passed to appointed debt recovery agents for pursuance of the debt.
- i) The Licensee will be liable for any administrative or other charges arising from the processing of the Licensee's payments to the Association.

5 DEPOSITS

- a) Before a Licensee is admitted, a deposit of £200 is required.
- b) The Association is not part of a Tenancy Deposit Protection Scheme and will be solely responsible for the collection and safe return of the deposit.
- c) With the exception of 6(b) and 6(c) the deposit will be refunded upon the termination of the Agreement minus any costs due to the Association as incurred by the Licensee or his/her guests.
Such deductions may include, but are not limited to, costs in respect of cleaning and/or repair to any damage caused to the Premises and its fixtures and fittings or equipment contained within; outstanding Residence Fees and any associated administrative charges, fire alarm fines, and any other costs or charges outstanding at termination.
- d) If the deposit remains unclaimed one year after the date issued, the funds will revert to the Association and you will forfeit any claim against the Association for these funds.
- e) The Licensee will be charged with any costs due to the Association which remain outstanding on termination of the Agreement and after full deduction from the deposit as in 5(b) above. In such instances, the conditions of 4(h) may be applied to recover the debt.
- f) The Association may consider making a levy on the deposits of all Licensees, to pay for the cost of cleaning and/or repair to any damage caused within the Hall, other than by trespass, where the culprits are not traced.

6 TERMINATION OF THE AGREEMENT BY THE LICENSEE

- a) Notwithstanding 3(a), Licensees may terminate the Licence by giving one week's notice. Notice of such termination must be given, in writing, to the Association through the Hall Manager.
- b) However, if you terminate this Agreement within 56 days before the contract start date, you will be charged a cancellation fee of £100 or within 28 days before the contract start date, you will be charged a cancellation fee of £200 but then no other fees shall be payable in respect of the period after the contract start date.
- c) If the Licensee terminates this Agreement at any time from the start date to the end date as given in the Schedule, the deposit of £200 will be retained in full by the Association as a cancellation charge. The Association may, at the discretion of the Hall Manager, reduce or waive this charge.

7 TERMINATION OF THE AGREEMENT BY THE LICENSOR

- a) The Association may terminate the Agreement by issuing written notice on one or more of the grounds given in Appendix A.

The Association will not normally give less than 14 days' notice terminating the Licence. The period of notice will be detailed in the written notice which will also give details of why it has been issued.

- b) In exceptional cases, the notice given in 7(a) above may be withdrawn where the Licensee can satisfy the Association, within the period of notice, that the default complained of has been remedied.

In such an event, the Licensee is hereby given notice that any subsequent action or event which would cause the Association to issue notice of termination under the grounds in Appendix A would be considered to show persistent offence by the Licensee whereby the conditions of 7(c) would apply.

- c) The Association may terminate the Agreement by issuing written notice on one or more of the grounds given in Appendix A.

Where such offence is deemed to be of a serious or persistent nature or where the behaviour of the Licensee is seriously disruptive or violent, the Association will give not less than 48 hours' notice terminating the Licence. The period of notice will be detailed in the written notice which will also give details of why it has been issued.

Occasions where Licensees may be considered to have caused 'persistent' offence may include but are not limited to:

- i) where the Hall Manager has issued and the Licensee has received prior oral or written warnings of breach or non-compliance with the terms of the Agreement, or
 - ii) as in 7(b) where notice has been issued under 7(a) and subsequently withdrawn by the Hall Manager on satisfactory remedy of the default.
- d) Please note that the Association cannot accept liability or pay any compensation where we are forced to terminate or in any way change our contractual obligations as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Such circumstances include but are not limited to war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions and all similar circumstances beyond our control.
- e) Please note that the Association cannot accept liability or pay any compensation where we are unable to provide any of the services detailed in the Schedule to the Agreement (which will be supplied to you on arrival) as a result of unusual and unforeseeable circumstances beyond our control, of which we could not have avoided even with all due care. Such circumstances include but are not limited to breakdown of equipment used to supply the services, breach of contractual obligations by the contractor or agent supplying the services, occasions where continued provision of the service would cause health or safety risks and all similar circumstances beyond our reasonable control.

8 CONDITIONS ON TERMINATION OR EXPIRY OF THE AGREEMENT

- a) The Licensee will give the Association vacant possession of the Premises.
- b) The Licensee will leave the Premises in good lettable condition and repair.
- c) The Licensee will remove all rubbish and leave the accommodation in a clean and tidy condition.
- d) The Licensee will remove all personal possessions from the Premises. The Association accepts no responsibility for anything left at the Premises at the end of the Agreement.
- e) Room keys must be handed into the office no later than 10.00am on the termination/expiry date. Licensees who retain their keys will be liable for the full cost of replacing locks and keys for all areas of the Hall to which their keys allow access.

9 CONDITIONS OF RESIDENCE

The Licensee agrees to accept and observe the following conditions which are designed to:

- ensure the welfare of the Licensee, other residents, the Association's staff and members of the local community, and
- enable the effective management of the Hall in pursuance of the Association's objectives.

9.1 FIRE ALARMS

The Licensee agrees:

- (a) to read and obey the fire regulations issued by the Association;
- (b) to be familiar with the evacuation procedures as instructed by the Association;
- (c) not to remove, damage, interfere or tamper with any fire prevention or fire-fighting equipment or notices or any such items provided to ensure the safety of residents. Licensees are reminded that it is a criminal offence to tamper with any such items. Licensees which the Hall Manager reasonably believes to have neglected to follow these conditions will be liable to pay the fines as detailed in the fire regulations, in cash, within seven days of the offence;
- (d) to, in particular, observe any conditions in the fire regulations which are designed to prevent false alarms. Licensees which the Hall Manager reasonably believes to have neglected to follow these conditions and has caused a false alarm will be liable to pay the fines as detailed in the fire regulations, in cash, within seven days of the offence;
- (e) not to obstruct, block or interfere with any fire doors or fire escape routes.

9.2 HEALTH AND SAFETY

The Licensee agrees:

- (a) to take reasonable care for the health and safety of both themselves and other persons who may be affected by their acts or omissions;
- (b) to co-operate with the Association in maintaining the requirements of the Health and Safety at Work etc. Acts and other Health and Safety regulations;
- (c) not to interfere with, intentionally or recklessly, or misuse anything provided in the interests of health, safety or welfare on the Premises;
- (d) not to behave in a manner as to endanger themselves and other persons.

9.3 BEHAVIOUR

The Licensee agrees:

- (a) to conduct themselves in a manner which does not disrupt or interfere with the peaceful residency of other Licensees or members of the local community;
- (b) not to cause nuisance or annoyance to others;
- (c) not to commit any form of threat or harassment to others nor commit any act which causes physical harm to others;
- (d) not to commit, or allow visitors to commit, any harassment or threat of harassment on any ground but in particular race, colour, religion, sex, sexuality, gender or disability that may interfere with the peaceful residency of, or cause offence to any other person in the accommodation;
- (e) not to play or allow to be played any radio, television, other audio equipment or musical instrument so loudly that it causes nuisance or annoyance to others;
- (f) not to cause excessive disturbance, particularly between 11pm and 8am;
- (g) to observe any reasonable request from other Licensees, members of the local community or the Association's staff to control excessive noise or behaviour;
- (h) to observe any rules which the Hall Manager may issue from time to time which prohibit activities or actions which would cause a breach of the conditions (a) to (f) above.

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9.4 PREMISES

The Licensee agrees:

- (a) to act responsibly towards the Premises to ensure that it remains a pleasant and safe environment for residents, visitors and Association staff and agents;
- (b) not to cause damage to the Premises, its fixtures and fittings and equipment contained within;
- (c) not to cause damage to property of other residents, Association staff or members of the local community;
- (d) to maintain their accommodation in a clean and tidy condition, having particular regard to the areas which are shared with other Licensees;
- (e) to inform the Hall Manager promptly of any item which requires repair or replacement;
- (f) not to decorate, paint or alter any part of the Premises nor make any structural alterations or additions to the Premises;
- (g) that the Association accepts no responsibility for loss or damage however so arising to the property of the Licensee;
- (h) not to use the Premises for any kind of illegal purpose.

9.5 VISITORS & GUESTS

The Licensee agrees:

- (a) not to allow guests to stay overnight (e.g. between the hours of midnight and 7am) on the Premises.
- (b) to take full responsibility for their guests;
- (c) to ensure that visitors and guests comply with the conditions of residence, particularly in respect of those conditions regarding FIRE ALARMS (9.1), HEALTH & SAFETY (9.2), BEHAVIOUR (9.3) and PREMISES (9.4), and not allow them to commit a breach of these conditions;
- (d) not to assign, part with or share the possession or occupation of the Premises or any part thereof;
- (e) to respect the right of the Association to refuse admission to the Premises of any non-resident. Any person so excluded will, on entering the premises, be reported to the authorities for trespass. The Licensee agrees not to invite or allow any person they know to be so excluded on to the Premises;
- (f) that the Association accepts no responsibility for loss or damage, however so arising, to the property of the Licensee's visitors or guests and that they are invited onto the Premises on this understanding only.

9.6 MANAGEMENT OF THE ACCOMMODATION

The Licensee agrees:

- (a) to allow the Association or its agents access to all areas of the Premises at any time;
- (b) to occupy alternative Accommodation within the Premises on receiving reasonable notice from the Hall Manager;
- (c) to register with a local General Practitioner to ensure that prompt medical attention is available if required;
- (d) to keep safe any keys issued to the Licensee and to report promptly to the Hall Manager if such keys are lost or stolen. A charge of £25.00 per key is payable for replacements;
- (e) not to recklessly reveal to any non-resident any code numbers which provide entry to the Premises or any part thereof.

9.7 PROHIBITIONS & EXCEPTIONS

The Licensee agrees:

- (a) not to smoke within the Accommodation;

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- (b) not to consume alcohol in the courtyard, staircases, on balconies or landings;
- (c) not to keep or allow any animals on the Premises;
- (d) not to bring on to the Premises or store on the Premises firearms, air guns, ball-bearing guns, replica weapons (licensed or unlicensed), or any other weapon or article which is intended to be used or regarded as being a weapon.
- (e) Not to bring on to the premises any pyrotechnics (fireworks, flares, etc.), or any article, substance or liquid which is of a dangerous combustible nature;
- (f) not to use the courtyard or grassed areas for any recreational facilities. e.g. football, rugby, frisbee, cricket, skateboarding, rollerblading;
- (g) not to have water or egg fights of any description;
- (h) not to use on the premises any high powered audio equipment, including mixing decks;
- (i) not to go onto any part of the roof or roof voids, equipment rooms or cupboards.

9.8 MISCELLANEOUS

- (a) nothing in this Licence Agreement shall affect the Licensee's statutory rights.

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APPENDIX A

Grounds for terminating the Licence Agreement (see paragraph 7(a))

1. The Licensee has failed to pay fees or charges due to the Association
2. The Licensee has failed to comply with or has breached any of the conditions of the Licence.
3. The Licensee or his or her visitors or guests have caused damage to the Premises, its fixtures and fittings or equipment contained within it or have damaged, removed or tampered with fire prevention, fire fighting or any other fixtures or equipment designed to ensure the health and safety of people on the Premises.
4. The Licensee or his or her visitors or guests have caused nuisance, annoyance or have threatened or caused physical harm to other residents, the Association's staff or agents or neighbours of the Premises.
5. The Licensee or his or her visitors or guests have used the Premises for an illegal purpose.
6. The Licensee or his or her visitors or guests have made structural additions or alterations to the Premises or its fixtures and fittings without the permission of the Association.
7. The Licensee has invited or allowed guests or visitors on to the Premises which they know to have been previously excluded under the terms of 9.5(e)

APPENDIX B

Summer Licence Charges 2018 (see Clause 4(a))

ACCOMMODATION CLASS	LICENCE CHARGE (per week)
A	£183.00
B	£179.00
C	£175.00
D	£171.00