

Cass and Claredale Halls of Residence Association Limited

Residential Licence Agreement

Academic Year 2020/2021

Important

This document sets out the contract between you and the Association for your accommodation at Claredale House during the 2020/2021 Academic Year. 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 £500 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 £150.

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 C) 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.

Cass and Claredale Halls of Residence Association Limited

Residential Licence Agreement Academic Year 2020/2021

1 PREAMBLE

Cass and Claredale Halls of Residence Association Limited whose registered office is at Claredale House, Claredale Street, London, E2 6PE (The Association) is a charitable registered society under the Co-operative and Community Benefit Societies Act 2014, 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 Association 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.

The Association expressly reserves the right to require you to move to another room(s) in the House provided that the Licence Charge for that Accommodation shall be no higher than the charge for the Class of Accommodation you initially occupy under this Agreement.

This Licence, which is personal to you, refers to the Accommodation and Services described in Appendix B and the Room Offer Details accessible in your account online. 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) "Accommodation and Services" shall mean the Accommodation described in the Appendix B and the Room Offer Details accessible in your account online.
- b) "Hall Manager" shall mean the Hall Manager or such other Association staff or agents of the Association authorised to act on his or her behalf.
- c) "House" or "Hall" or "Premises" shall relate to the property as given in the Room Offer Details accessible in your account online.
- d) "Licence" and/or "Agreement" shall mean this Residential Licence Agreement and "Room Offer Details" shall mean the room offer details accessible in your account online which forms part of this Agreement.
- e) "Licence Charge" shall mean the weekly charge due in respect of the Accommodation occupied by the Licensee. "Fees" or "Residence Fees" shall mean all of the Licence Charges due to the Association over the duration of the Agreement.
- f) "Licensee" shall mean the person named as such in the Room Offer Details accessible in your account online.
- g) "Payment Due" dates are as given in the Room Offer Details accessible in your account online.

3 DURATION OF THE AGREEMENT

- a) The Licence Agreement shall be effective for the entire period noted as Occupancy Dates in the Room Offer Details accessible in your account online.
- 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 Room Offer Details accessible in your account online.
- c) In agreeing to this Licence Agreement, the Licensee undertakes to remain in residence for the full duration of the Agreement as set out in 3(a) or 3(b) subject only to Clause 6(b) or 6(c).

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 C.
- 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 Room Offer Details accessible in your account online.
- 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 subject to the following provisions in this clause 4(d).

If you move Accommodation because the Association requires you to, the Licence Charge will not be higher than the Class of Accommodation you moved from.

- 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 as detailed below:
 - i) Residence Fees are to be paid in full by instalment on the Payment Due dates. The amount to pay on each Payment Due date Room Offer Details accessible in your account online.
 - ii) No room key will be issued to any Licensee unable to provide the full amount of Fees due on the first Payment Due date.
- f) Licensees who fail to pay, on reasonable request after the Payment Due date any outstanding Residence Fees, charges or costs owed under this Agreement 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.

All charges in respect of the pursuance of the debt by the debt recovery agent and/or the courts shall be recoverable from the debtor.
- g) Licensees 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 £500 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) The deposit will be refunded within twenty-eight days of the termination of the Agreement (however that happens), minus any sums due to the Association and any reasonable costs incurred by the Association as a result of a breach by the Licensee of any of his/her obligations under this Agreement.
- d) Such deductions may include, but are not limited to, unpaid rent, 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 reasonable associated administrative charges and any other reasonable costs or charges outstanding at termination.
- e) 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.
- f) The Licensee will be charged with any costs due to the Association pursuant to this Agreement 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(f) may be applied to recover the debt.
- g) The Association may consider making a levy on the deposits of all or some 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) You have no right to terminate this Agreement, other than in accordance with 6(b) or 6(c).
- b) You may terminate this Agreement by giving notice to the Association no later than one day before the first Payment Due Date.

However, if you terminate this Agreement within 56 days before the first Payment Due Date, you will be charged a cancellation fee of £150.

If you wish to leave the Accommodation at any time, you may give notice to this effect to the Association. The Association shall use reasonable endeavours to fill the vacancy in the Hall by finding a new Licensee. If the Association succeeds in finding a replacement licensee, the Association will notify you in writing that you may terminate this Licence with effect from the date notified to you by the Association as the date the new Licensee enters into a Licence Agreement (but not with effect from any other date).

- c) If the Association notifies you that you may terminate this Licence Agreement in accordance with Clause 6(c), you will be responsible for all Fees for the period up to and including the date on which the termination takes effect or the contract ends, whichever occurs first.
- d) Any notice given pursuant to Clause 6(b) and 6(c) shall be validly given if it is in writing and:
 - i) if given by the Licensee to the Association, left with the Hall Manager or his/her deputy in person or left at the Hall Manager's Office
 - ii) if given by the Association to the Licensee, left with the Licensee in person or, if the Licensee is still in residence, at the Licensee's flat or room or if the Licensee is no longer in residence if sent to the Licensee's last known address

7 TERMINATION OF THE AGREEMENT BY THE ASSOCIATION

- a) The Association may terminate the Agreement for one or more of the reasons set out in Appendix A by giving you fourteen days written notice (except where Clause 7(c) below applies).

b) The notice will specify the date the notice expires and the reason why it has been issued. It will also tell you the steps that need to be taken to remedy the default. If you comply with those steps within the fourteen day period, the Association will withdraw the notice and notify you in writing that it has done so.

c) The Association may terminate the Agreement by giving you such notice as the Association, acting reasonably, considers reasonable (which shall be no less than 48 hours) where your breach of this Agreement is deemed by the Association (acting reasonably) to be of a serious or persistent nature or where your behaviour is seriously disruptive or violent.

The notice will specify the date the notice expires and the reason why it has been issued.

“Persistent” behaviour includes but is not limited to a further breach or breaches of this Agreement after any of following have taken place:

i) 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) notice has been given under Clause 7(a) and subsequently withdrawn by the Hall Manager on satisfactory remedy of the default.

d) If the Association terminates the Agreement pursuant to this Clause 7, the Association shall use reasonable endeavours to fill the vacancy in the Hall by finding a new licensee. If the Association succeeds in finding a replacement licensee, the Association shall refund to you any Residence Fees you have paid in respect of the period from and including the date on which the new licensee enters into a licence agreement.

e) The termination of this Agreement does not affect any rights the Association has against you or you have against the Association in respect of any breaches of the Agreement that took place before the termination of the Agreement.

f) Please note that the Association can not 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.

g) Please note that the Association can not accept liability or pay any compensation where we are unable to provide any of the services detailed in Appendix B 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, failure by the contractor or agent to supply the services, occasions where continued provision of the service would cause health or safety risks and all similar circumstances beyond our reasonable control. We will use reasonable endeavours to restore the services as quickly as possible.

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 those parts of the Premises for which he or she is responsible in a state of repair and condition consistent with his or her obligations under this Agreement, fair wear and tear accepted.

- c) The Licensee will remove all rubbish and leave the accommodation in a clean and tidy condition, fair wear and tear excepted.
- 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. The Association reserves the right to dispose of any items left at the Premises and to deduct any sums owing to the Association from the sale proceeds.
- e) Room keys must be handed into the office no later than 11am on the termination/expiry date. Licensees who retain their keys may be liable, at the Hall Manager's discretion, 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.
- (d) to, in particular, observe any conditions in the fire regulations which are designed to prevent false alarms.
- (e) not to obstruct, block, interfere with or misuse 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 11.00pm and 8.00am;
- (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 reasonable 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 (g) above.

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) to take full responsibility for their guests;
- (b) 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), premises (9.4) and prohibitions and exceptions (9.7), and not allow them to commit a breach of these conditions;
- (c) not to let anyone share occupation of the Premises or any part thereof;
- (d) 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;

- (e) subject to 9.8(a), 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 on to 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 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 reasonable charge will be payable for replacement keys and locks;
- (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, use E-cigarettes or Shisha equipment within the Accommodation;
- (b) not to keep or allow any animals on the Premises;
- (c) not to consume alcohol in any external common areas of 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 a fire escape or connecting fire door for any reason other than their intended use in case of fire or threat of fire;
- (g) not to use the courtyard or grassed areas for any recreational facilities. e.g. football, rugby, frisbee, cricket, skateboarding, rollerblading;
- (h) not to have water or egg fights of any description;
- (i) not to use on the premises any high powered audio equipment, including mixing decks;
- (j) not to go onto any part of the roof or roof voids, equipment room or cupboards.

9.8 MISCELLANEOUS

- (a) Nothing in this Licence Agreement shall affect the Licensee's statutory or other legal rights.

APPENDIX A

Reasons for termination of the Licence Agreement (see Clause 7)

1. The Licensee has failed to pay Fees or any charges due to the Association under this Agreement.
2. The Licensee has failed to comply with or has breached any other terms 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 (fair wear and tear excepted) 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 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(d).

APPENDIX B

Accommodation

Use of a single room furnished with a bed, mattress, desk, wardrobe, bedside cabinet and fitted shelf, with the shared use of communal facilities of kitchen, toilet, shower and common areas.

Services

Provision of gas, electricity and water

Shared use of launderette (additional charges apply)

Use of internet connection (subject to additional terms and conditions)

Personal possessions bedroom contents insurance (subject to additional terms and conditions)

On-site staff cover.

Cleaning of common areas

Cleaning of bedrooms (Cass only)

APPENDIX C

Licence charges 2020/2021 (see Clause 4(a))

SIR JOHN CASS HALL

ACCOMMODATION CLASS	LICENCE CHARGE (per week)
S1	£161
S2	£156
S3	£151

CLAREDALE HOUSE

ACCOMMODATION CLASS	LICENCE CHARGE (per week)
A	£164
B	£160
C	£156
D	£152