

## Booking Terms and Conditions

### Important

Please read these Terms and Conditions carefully, and keep a copy for future reference. The content applies to Bookings for The Stay Club Camden, The Stay Club Willesden, and The Stay Club Colindale (the "Properties") whether made online, in person or via a third party.

These Terms and Conditions are provided in the English language. If you do not understand any part, it is open to you to seek advice from a lawyer. These Terms and Conditions set out the basis on which we accept and allocate bookings for accommodation at the Properties. By placing a Booking you agree to these Terms and Conditions, having indicated your acceptance of them by making payment of your booking deposit.

### 1. Definitions and interpretation

1.1 In these Terms and Conditions, the words and expressions used shall have the following meanings:

**"Accommodation Policy"** means the terms and conditions (including our respective obligations) which will apply to your use of a Studio at one of the Properties as detailed in schedule 2;

**"Accommodation Period"** means the period from and including 3pm on the Accommodation Start Date to and including 10am on the Accommodation End Date;

**"Booking"** means the reservation for your use of a Studio in one of the Properties;

**"Booking Confirmation"** means the email sent by us to you confirming the following:

- The Studio which you will be entitled to use
- Your Accommodation Start Date and your Accommodation End Date
- Your payment schedule, the fees payable for the use of a Studio and when and how the Fees are to be paid
- Acknowledgement of your confirmation that these Terms and Conditions will apply to your use of the Studio;

**"Fees"** means the amount(s) you have agreed to pay for the use of a Studio for the Accommodation Period;

**"Licence Agreement"** means the Licence Agreement referred to in paragraph 2 of Schedule 2 governing your use and occupation of a Studio, the format of which set out in Schedule 3;

**"Required Documentation"** means the following documents which must be provided by you before you can take possession of the Studio, and which must be approved by us:

#### The Stay Club Camden

- Copy of the letter from your university or school confirming that you have been accepted on a higher education course of study
- Copy of your passport or government-issued ID
- Copy of valid Visa if required to enter the UK

### **The Stay Club Willesden**

- Valid passport or government issued ID must be shown to the reception upon arrival
- Copy of valid Visa if required to enter the UK

### **The Stay Club Colindale**

- Copy of the letter from your university or school confirming that you have been accepted on a course of study
- Copy of your passport or government-issued ID
- Copy of valid Visa if required to enter the UK

**“Studio”** means any of the Club Studio, Club Twin, Club Premium Studio, Club Suite, and Club Premium Suite;

**“Resident Handbook”** means the Resident Handbook available at the front desk of the Properties;

**“Accommodation Start Date”** means from 3:00pm on the date from which you are entitled to start using the Studio in the Property as listed in your Booking Confirmation;

**“Accommodation End Date”** means 10:00 am on the date on which you must vacate your Studio in the Property as listed in your Booking Confirmation;

**“Booking Deposit”** means 5% of the total amounts you have agreed to pay for the use of a Studio for the Accommodation Period;

**“VAT”** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax;

**“You”** or **“Your”** means you the future resident;

**“We”** or **“us”** or **“our”** means either The Stay Club Camden, The Stay Club Willesden, or The Stay Club Colindale, all of whose details are set out in Schedule 1;

1.1. The Following Rules of interpretation in this clause shall apply:

- 1.1.1. Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.1.2. Except where a contrary intention appears, a reference to a clause is a reference to a clause in these Terms and Conditions, a reference to a schedule is a reference to a schedule to, and forming part of, these Terms and Conditions and a reference to a paragraph in a schedule is a reference to a paragraph of a schedule.
- 1.1.3. Clause, schedule and paragraph headings are for convenience only and shall not be taken into account in interpreting the contents of this document.
- 1.1.4. A reference to one gender includes any other gender.
- 1.1.5. An obligation to do anything includes an obligation to procure that it should be done.

- 1.1.6. An obligation not to do anything includes an obligation not to permit or allow it to be done.

## **2. Status Requirements**

The Stay Club Camden: By confirming your acceptance of these Terms and Conditions you confirm that you are 18 years or older and you have been accepted on a full time higher education study programme at a London Educational Institution during the Accommodation Period or are accepted on a recognised study programme for ages 16 years and above.

The Stay Club Willesden: By confirming your acceptance of these Terms and Conditions you confirm that you are 18 years or older or are accepted on a recognised study programme for ages 16 years and above.

The Stay Club Colindale: By confirming your acceptance of these Terms and Conditions you confirm that you are 18 years or older or you have been accepted on a full time study programme at an Educational Institution during the Accommodation Period or are accepted on a recognised study programme for ages 16 years and above.

## **3. Checking In**

3.1. You will not be entitled to the use of any Studio in any of the Properties unless you have:

3.1.1. Provided to us the Required Documentation prior to the Check-In on the Accommodation Start Date as detailed in clause 1, together with the Licence Agreement signed by you;

3.1.2. Paid all relevant Fees as detailed in the Booking Confirmation with the first instalment fee paid not later than 7 weeks prior to the Accommodation Start Date.

3.2. For the avoidance of double, if you do not comply with your obligations in clause 3.1, we will be entitled to cancel your Booking;

3.3. You agree that we will not be liable for any loss, expense or inconvenience suffered by you because we do not provide you with a Studio due to your failure to comply with your obligations in clause 3.1.

## **4. Confirmation of your Booking**

Your Booking is only confirmed once a Booking Confirmation has been issued by us to you.

## **5. Arrangement regarding the use of your Studio**

5.1. The Studio allocated for your use will contain the Contents as defined in Schedule 2. You will be provided with an Inventory when you check-in and unless you notify our front of house team within 48 hours of receipt of the Inventory otherwise, you will be deemed to have agreed that it is complete and correct;

5.2. The Accommodation Policy will apply during the Accommodation Period.

## **6. Your right to cancel**

- 6.1. If you change your mind, or for any other reason you decide that you do not want to proceed with your Booking, you have a period of 5 (five) days, starting on the day after you receive the Booking Confirmation to notify us of your decision to cancel.
- 6.2. To cancel your Booking within the 5-day period, you must contact us in writing, by post or by sending an e-mail to us at [info@thestayclub.com](mailto:info@thestayclub.com). Your cancellation is only effective if we receive your email or letter with the said 5-day period. You are required to keep a copy of your cancellation notification for your own records.
- 6.3. If you make a cancellation in accordance with clause 6.1 and 6.2 and your notification is received within the said 5 day period you will receive a full refund of the Booking Deposit, within 30 days of our receipt of your notice of cancellation. We will refund you on the credit card or debit card you used to make payment of your Booking deposit.
- 6.4. If you are making a late application and your Accommodation Start Date occurs before the end of your 5-day period, you agree that your cancellation rights will end on your Accommodation Start Date.
- 6.5. If your Booking is accepted for a period of 90 days or less, clauses 6.1 to 6.4 (inclusive) shall not apply and your cancellation rights will be shown at the point of booking.

## **7. Our right to cancel**

- 7.1. If you have not exercised your right to cancel pursuant to clause 6.1 and 6.2 and/or you have failed to comply with your obligations in clause 3.1, we may at our option cancel your Booking. If we chose to do this we will notify you of our decision by email.
- 7.2. If your Booking is cancelled by us pursuant to clause 7.1:
  - 7.2.1. we will be entitled to keep your Booking Deposit;
  - 7.2.2. you will still be liable to pay us all Fees due from you as stated in the Booking Confirmation; and
  - 7.2.3. you will be liable for any other loss or expenses we have suffered.

## **8. Booking Deposit**

Once you have read these Terms and Conditions your acceptance of same is confirmed by your payment of the Booking Deposit. The Booking Confirmation will then be issued as hereinbefore provided. Save as provided for by clause 6.1 and 6.2 the Booking Deposit is non-refundable and is deducted from the Fees due.

## **9. Studio Rates and Costs**

- 9.1. The studio rate and other accommodation costs are quoted on our website. All advertised rates are subject to availability. The Fees and any costs due from you must be paid in accordance with the details set out in the Booking Confirmation with the first instalment paid no later than 7 weeks prior to your Accommodation Start Date.

9.2. Late payment of the first instalment and other fees as detailed in the Booking Confirmation, will entitle us to charge you an administration fee of £20, which will reimburse us for costs incurred as a result of your late payment of the Fees.

9.3. Studio rates are inclusive of VAT if applicable

## **10. Transfer of Accommodation**

10.1. You agree that you will not assign, sublet, or charge the Studio or any part of it or part with possession or share occupation of the Studio or any part of it under any circumstances.

## **11. Terms And Conditions**

11.1. We reserve the right at any time to make changes to our website and you are referred to our Website Terms and Conditions. We may also change these Terms and Conditions but save to the extent that we are obliged to make changes by law, you will be subject to the terms, conditions and policies in force at the time you accept these Terms and Conditions.

## **12. General Terms**

12.1. You must ensure that you provide us with correct contact details, including a valid telephone number, home address, and email address, on which you can be contacted and to ensure that all these details are kept up to date. We will not be held responsible for communications, which you do not receive because the contact details you have provided us with are out of date.

12.2. You agree to receive communications from us electronically and that electronic communications will satisfy any legal requirement for communications to be in writing.

## **13. Third Party Rights**

13.1. No one apart from you and us shall have right to enforce these Terms and Conditions pursuant to the Contract (Right of Third Parties) Act 1999, unless there is a specific provision to this effect.

## **14. Governing law and jurisdiction**

14.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute including, without limitation, disputes relating to any non-contractual obligations, arising out of or in connection with these Terms and Conditions.

14.2. If a court judges any part of these Terms and Conditions to be void or, for any other reason, unenforceable, then those parts shall be deemed to be deleted and shall not apply but the remaining parts of these Terms and Conditions shall continue to apply.

14.3. The parties may, if they both agree, use negotiation, mediation, arbitration or adjudication as an alternative to court proceedings.

14.4. The rights and remedies provided in these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

Schedule 1:  
DETAILS LIST

**The Stay Club Camden**

Phone: +44 (0) 0207 267 77 74  
Email: [info@thestayclub.com](mailto:info@thestayclub.com)  
Details: The Stay Club (Camden) Limited, trading as "The Stay Club Camden. Registered in England: Company Number 08015132  
Property Address: 34 Chalk Farm Road, London NW1 8 AJ

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**The Stay Club Willesden**

Phone: +44 (0) 0207 267 77 74  
Email: [info@thestayclub.com](mailto:info@thestayclub.com)  
Details: The Stay Club (Willessden) Limited, trading as "The Stay Club Willessden. Registered in England: Company Number 07953313  
Property Address: 5J Nicoll Road, London NW10 9AX

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**The Stay Club Colindale**

Phone: +44 (0) 0207 267 77 74  
Email: [info@thestayclub.com](mailto:info@thestayclub.com)  
Details: The Stay Club (Colindale) Limited, trading as "The Stay Club Colindale. Registered in England: Company Number 10050223  
Property Address: 16-18 Charcot Road, London NW9 5WU

## Schedule 2

### Accommodation Policy

1.1. Terms already defined in clause 1 of The Terms and Conditions shall have the meanings given to them, accordingly references to a paragraph is to a paragraph in this schedule and a reference to a clause is a reference to a clause in the Terms and Conditions.

1.2. In this Schedule we use the following words which have the following meanings:

1.2.1. "Common Room" means any of the common room or rooms in the Property designated by the Licensor for shared use of the occupiers of the Property including the Licensee;

1.2.2. "Property" means where Your Room is at

1.2.2.1. The Stay Club (Camden) Limited, 34 Chalk Farm Road, London NW1 8AJ;

1.2.2.2. The Stay Club (Willesden) Limited, 5J Nicoll Road, London NW10 9AX;

1.2.2.3. The Stay Club (Colindale) Limited, 16-18 Charcot Road, London NW9 5WU;

1.2.3. "Contents" means beds, mattresses, Mattress Covers, Desk, Desk chair, Wardrobe, Beanbag or Leisure Chair, Microwave, Fridge and other furniture fittings and effects which are in the Studio;

1.2.4. "Licensor" means:

1.2.4.1. The Stay Club (Camden) Limited, where your Studio is at The Stay Club Camden, 34 Chalk Farm Road, London NW1 8 AJ;

1.2.4.2. The Stay Club (Willesden) Limited, where your Studio is at The Stay Club Willesden, 5J Nicoll Road, London NW10 9AX;

1.2.4.3. The Stay Club (Colindale) Limited, where you Studio is at The Stay Club Colindale, 16-18 Charcot Road, London NW9 5WU;

1.2.5. "Licensor's Agent" means Hallmark Estates Limited of 46 Great Marlborough Street, London W1F 7JW or such other company firm person or body as the Licensor may appoint from time to time to manage the Property.

1.2.6. "Your Studio" or "The Studio" means the Studio at the Property specified in the Booking Confirmation;

1.3. A reference to the end of the Accommodation Period includes also the date on which Your Rights are terminated pursuant to the provisions of paragraph 6 of the Booking Terms and Conditions.

2. Your Rights and obligations governing your use and occupation of the Studio and use of the Common Room together with those of the Licensor and the Exceptions thereto are set out in the Licence Agreement at Schedule 3.



"Licensor's Agent": Hallmark Estates Limited of 46 Great Marlborough Street London W1F 7JW or such other company firm person or body as the Licensor may appoint from time to time to manage the Building

"Pipes" means the pipes sewers drains wires cables ducts shafts gullies flues gutters watercourses and other like conducting media which now are , or may be laid after, the date of this agreement

1.10 "Studio": Studio Number [ ] on the [ ] floor of the Building

1.11 "Resident Handbook": means The Stay Club [ ] Resident Handbook available at the reception desk of the Building

## **GRANT OF LICENCE**

2.1 The Licensor grants to the Licensee without conferring or bestowing any security of tenure the right to occupy the Studio as a Licensee only for the duration of the Licence Period on the terms of this agreement and (in common with the Licensor and all others similarly entitled by them to do so) to have:

2.1.1 use of the Common Room and such other shared facilities in the Building as may be designated by the Licensor from time to time;

2.1.2 passage on foot or by wheelchair over the common entrance hall, staircases landings and passages in the Building for the purposes of access to and exit from the Studio, and

2.1.3 passage and running of water and electricity from the Building through all pipes, wires, channels, drains, and sewers through and under the Studio.

### **SUBJECT to:**

The Exceptions set out in Schedule1 hereto being reserved to the Licensor, and

The parties agree that it is not their intention that the Licensee is granted (and the Licensee is not granted) exclusive possession of the Studio or of any other part or parts of the Building

## **LICENSEE'S OBLIGATIONS**

The Licensee hereby agrees to:

3.1 pay to the Licensor the Licence Fee without deduction or set off on the dates and in the manner hereinbefore provided

3.1.1 provide the Licensor with a certificate of exemption for council tax or if not entitled to such certificate then to be responsible for the payment of council tax in respect of the Studio during the Licence Period and to reimburse the Licensor for any council tax the Licensor is required to pay as a result of the Licensee not providing a certificate of exemption

3.2 pay to the Licensor a Damage Deposit if requested

3.3 pay or to indemnify the Licensor and its Agent against:

3.3.1 all charges for the use of wifi or similar device in the Studio

3.3.2 the TV licence fees for any private TV in the Studio,

3.3.3 the cost of cleaning all curtains blinds and carpets in the Studio which have become dirty during the Licence Period (reasonable use and fair wear and tear being allowed for);

3.3.4 any credit card charges which may be charged to or be payable by the Licensor on any payment or repayment which is made by or to the Licensee under this agreement together with a credit card administration fee of 2.5% for any card that is not AMEX which will be charged at 3.75%, charged on the total of each credit card transaction;

3.3.5 any bank charges which may be charged to or payable by the Licensor as a result of any payments which are due from the Licensee under this agreement being rejected, stopped or otherwise referred for payment;

3.3.6 interest at the rate of five 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 the Licensor 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 permit withholding or delay in payment of any sum or affect any rights of the Licensor in relation to any non-payment;

3.3.7 any VAT on any sums payable by the Licensee under this agreement; and

3.3.8 an administration fee of £20.00 for each late payment letter sent to the Licensee, towards costs incurred as a result of a late payment of any sums payable by the Licensee under this agreement

### **3.4. Licensee's use of the Studio**

The Licensee hereby further agrees:

3.4.1 not use or occupy the Studio except for residential and study purposes.

3.4.2 during the Licence Period, not to do or allow anything to be done that may cause a nuisance, annoyance or injury to the Licensor or the students in the Building and in particular (but without limitation):

3.4.3 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

3.4.4 not to create any smells which cause annoyance or inconvenience to any other person;

3.4.5 not to hold or allow to be held in the Studio any sale by public auction,

3.4.6 not to carry out or allow to be carried out in the Studio any profession, trade or business whatsoever;

3.4.7 not to receive paying guests in the Studio,

3.4.8 (subject to clause 3.5) not to have overnight guests in the Studio,

3.4.9 not to obstruct in any way the entrance passages, stairways and lifts, if any, leading to the Studio,

3.4.10 not to hang or allow to be hung any clothes or other items on the outside of the Studio,

3.4.11 not to display any notice, poster or sign on the outside of the Studio, or inside the Studio so that it is visible from outside the Studio,

3.4.12 not to keep any flammable, dangerous or offensive goods or materials in the Studio nor materials the possession of which is forbidden under this agreement, the Resident Handbook, or by law;

3.4.13 not to keep or allow to be used in the Studio any portable oil or gas heating equipment;

3.4.14 not to keep any pets or animals (excluding guide dogs but including, for the avoidance of doubt, reptiles, birds and insects) of any type in the Studio,

3.4.15 not to leave the Studio empty for any period of more than five days without an arrangement having been made with the Licensor;

3.4.16 not to use the Studio for any purpose which is illegal or otherwise objectionable to the Licensor including the use, sale or keeping of illegal drugs or any other use which goes against the regulations in the Resident Handbook;

3.4.17 not to smoke or vape in any part of the Building (including the Studio);

3.4.18 not to leave the Studio unattended without first having fastened securely all locks and bolts fitted to the doors and windows of Studio;

3.4.19 not to invite the public (generally or any specific section) to come to the Studio nor use it for any purpose which attracts or is likely to attract casual callers; and

3.4.20 not to use any electrical appliance in the Studio unless and until satisfactory evidence has been provided to the Licensor that the electrical appliance has passed a Portable Appliance Test.

### **3.5 Overnight guests**

The Licensee may request the Licensor's permission to have one (but not more than one) guest who is over 18 years of age stay in the Studio for one night on up to four occasions in any calendar month, subject to:

3.5.1 the Licensor at its absolute discretion being entitled to refuse permission for any reason whatsoever (including for health and safety reasons relating to the capacity of the Building);

3.5.2 any guest in relation to whom permission is granted providing satisfactory photographic identification in the form of a valid passport or driver's licence proving that that guest is over 18 years of age;

3.5.3 any guest whilst in the Building complying with the terms of this agreement (so far as they apply to occupation of the Building), the Resident Handbook, and any other regulations imposed by the Licensor from time to time;

3.5.4 any guest vacating the Building immediately upon request by the Licensor for them to do so;

3.5.5 the Licensee being responsible at all times for the guest and paying the costs and expenses forthwith on demand of making good any damage or breakage or the costs of any cleaning required as a result of the guest's occupation of the Studio; and

3.5.6 no responsibility or liability on the part of the Licensor in any way for the guest or for any loss or damage to the personal possessions of the guest brought into the Building or the Studio.

### **3.6 Caring for the Studio**

3.6.1 The Licensee further agrees to keep:

3.6.1.1 the Studio clean and tidy and keep the internal decorations in good condition (fair wear and tear being allowed for);

3.6.1.2 the Furniture and Effects in good condition (fair wear and tear being allowed for) and not to remove the Furniture and Effects from the Studio, and

3.6.1.3 the common parts of the Building clear and free from obstruction, and to do nothing which prevents their use as common parts and to make good any damage caused to them whether by the Licensee or a guest.

3.6.2 if the Licensor serves notice on the Licensee requiring the Studio to be cleaned in compliance with this clause 3.6, the Licensee must carry out any cleaning required within 48 hours of the service of such notice failing which the Licensor will be entitled to enter and remain in the Studio to carry out such works, and the costs incurred shall be payable to the Licensor by the Licensee on demand.

3.6.3 in the event of any damage or breakage to the Furniture and Effects which may occur during the Licence Period the Licensee shall notify the Licensor of such damage or breakage, and pay the costs and expenses in repairing the damage or breakage within 10 days of written demand.

### **3.7 Resident Handbook**

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

### **3.8 Entry by the Licensor**

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

3.8.1 to inspect the condition of the Studio; and/or

3.8.2 to carry out any works to the Studio which are not the responsibility of the Licensee; and/or

3.8.3 for any purposes under the Gas Safety (Installation and Use) Regulations 1995

### **3.9 Alterations**

The Licensee agrees not to alter or make any additions to the Studio or put up any TV aerials or satellite dishes in or outside the Studio or the Building.

### **3.10 Personal agreement**

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

### **3.11 Formal notices**

The Licensee shall pass to the Licensor within seven days of receipt any notice served on the Studio (including, by way of example only, notices under the laws relating to party wall and town planning matters) and shall not to respond to any such notice except on express instruction from the Licensor

### **3.12 Re-licensing**

The Licensee shall allow the Licensor their Agent and those authorised by them to enter the Studio at reasonable times of the day with or without prospective student occupiers or buyers so as to allow re-licensing or other disposal of the Studio or the Building.

### **3.13 Locks**

The Licensee further agrees:

3.13.1 not to alter or change or install any locks to the doors or windows in the Studio nor have additional keys cut or keycards made without the Licensor's consent and not to give key cards for the Studio, security passes and/or keys to others.

3.13.2 to pay the cost of replacing any security passes and/or keys issued which are lost or which are not returned when the Licence Period comes to an end.

3.13.3 to pay the cost of replacing any keycards issued which are lost and need to be replaced before the Licence Period comes to an end.

### **3.14 Insurance**

3.14.1 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.

3.14.2 to take out a suitable insurance policy in relation to personal items kept in the Studio or any other part of the Building and the Licensee acknowledges being fully responsible for protecting his personal property against all risks of loss or damage (including but not limited to theft and breakage) and also acknowledges that neither the Licensor nor any Educational Institution at which the Licensee is studying are responsible for any such loss or damage in any way whatsoever.

### **3.15 Disrepair**

The Licensee shall promptly inform the Licensor of any disrepair at the Building for which the Licensor is responsible

### **3.16 Expiry**

At the end of the Licence Period created by this agreement the Licensee shall:

3.16.1 give the Licensor vacant possession of the Studio,

3.16.2 return all keys and keycards relating to the Studio to the Licensor; and

3.16.3 remove all personal possessions and rubbish from the Studio and from the Building; and

3.16.4 the Licensee authorises the Licensor to store or dispose of any personal possessions left by the Licensee in the Studio after this agreement ends and indemnifies the Licensor against any liability it incurs to any third party whose property has been disposed of in the mistaken belief, held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Licensee

## **LICENSOR'S OBLIGATIONS**

The Licensor agrees:

### **4.1 Provision of services**

No guarantee is made to provide any services to the Studio or the Building and the Licensor shall not be liable for any injury or loss or damage suffered by the Licensee which is caused by breakdown, absence or insufficiency of any services provided by the Licensor or by any defect in the Building or by the closure of any rooms or areas within the Building in circumstances either:

4.1.1 where such breakdown, absence or insufficiency of services or default ("Problem") is caused by circumstances which are beyond the Licensor's control; or

4.1.2 where the Licensor has used reasonable endeavours to rectify the Problem, but has failed to do so.

### **4.2 Repairing obligations**

To use reasonable endeavours to keep the structure and the outside and inside of the Building (including the Common Room) 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 Studio in good repair and condition (except for damage caused by risks against which the Building is insured).

## **AGREED MATTERS**

The parties agree as follows:

### **5.1 Interpretation**

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

5.1.1 the singular includes the plural and vice versa;

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

5.1.3 a reference to any one gender includes the other gender;

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

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

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

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

## **Termination**

5.2.1 The Licensor is entitled (but not obliged) to terminate this agreement immediately and at any time by service of a written notice ("Notice") addressed to the Licensee and delivered to the Studio if the Licensee ceases his course of study at his sponsoring Educational Institution.

5.2.2 For the avoidance of doubt the term of this agreement is fixed for the Licence Period and the Licensee is 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 the Licensee shall not be entitled to extend the term of this agreement.

## **5.3 Recovery of possession**

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

## **5.4 Apportionment**

Sums requiring apportionment will be apportioned on a daily basis.

## **5.5 Licence Fee suspension**

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

## **5.6 Data protection**

The Licensee:

5.6.1 acknowledges that information relating to this agreement and personal data relating to him will be held in electronic and other systems by the Licensor and its Agent for the purposes of the administration and enforcement of this agreement and the management of the Building; and

5.6.2 agrees that such information and personal data may be used and, where necessary, disclosed to third parties for such purposes.

## **5.7 Contents**

The Licensee acknowledges that the Licensor shall not be in any way liable to him for the loss of or damage to any personal items left in the Studio or in any other part of the Building.

## **Alternative accommodation**

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

## **5.8 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.

## **5.9 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.

**AS WITNESS** the hands of the parties hereto the day and year first above written

## **SCHEDULE 1: EXCEPTIONS**

Excepting and reserving in favour of the Licensor, their Agent and all those authorised by them, and all other persons who now have or may hereafter 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 adjoining or neighbouring property through the Pipes and the right of entry into the Studio 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 adjoining or neighbouring property in such manner as the Licensor (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 Studio, and the Licensee shall not object to or interfere with such works or continuance thereof

3. the right to deal with the remainder of the Building and any adjoining or neighbouring property as the Licensor 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 adjoining or neighbouring property despite the fact that such scaffolding may restrict the access to or enjoyment and use of the Studio and the Licensee shall not object to or interfere with such works or continuance thereof;
5. the right for the Licensor, their Agent (and those authorised by them) to enter the Studio for the purposes and in the manner mentioned in this agreement or any other reasons relating to their ownership of the Studio and/or Building; and
6. all rights of light air, support, shelter and protection for the parts of the Building not included in the Studio 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 FITTINGS AND EFFECTS**

Bed  
Mattress  
Mattress Cover  
Desk  
Desk Chair  
Wardrobe  
Beanbag or Leisure Chair  
Microwave  
Fridge

**SIGNATURES**

SIGNED.....

for and on behalf of The Licensor

in the presence of:

Witness:

Witness Signature:

Witness Name:

Witness Address:

SIGNED by (Licensee).....

in the presence of:

Witness:

Witness Signature:

Witness Name:

Witness Address: