

# *The English Language Centre, York*

## *Licence Agreement*

**This Licence Agreement is made between**

The Directors of English Language Centre, York, 5 New Street York YO1 8RA (“**Licensor**”)

and

.....Passport/ID Reg Number:.....whose principal home address is:

(“**Licensee**”)

### **TERMS OF OCCUPANCY of Cornmill Lodge**

#### **1 Definitions**

1.1 The following terms have the following meanings:

1.2 “Student Residence” means Cornmill Lodge, 120 Haxby Road, York YO31 8JP

1.3 “ELC” is the English Language Centre, York

1.4 “Housekeeper” is the person nominated from time to time by the Licensor as having management responsibility for the Student Residence and who acts as agent for the Licensor.

1.5 “Common Areas” are those areas of the Student Residence designated by the Licensor for the common use of the Licensees, including staircases, hallways, the kitchen, the utility room and the rear patio.

1.6 “Study Bedroom” is the room the Licensor may, at his/her reasonable discretion, allocate the Licensee in accordance with the terms of this Licence.

1.7 “Inventory” is the list of items provided by the Licensor for use by the Licensee in the allocated Study Bedroom and the Common Areas. The Licensee must check the Inventory on arrival and report any damage or deficiency in writing to the Housekeeper within 24 hours. If the Licensee fails to do so, the Licensee will assume that everything is in good order and that the contents are complete and undamaged.

1.8 “Licence Period” is the length of time for which the Licence is granted, namely for ..... weeks from Sunday ..... to Saturday .....

1.9 “Accommodation Fees” is the sum payable in advance or by instalments as provided in this Licence and shown on the Licensee’s invoice.

1.10 “Application Payment” is the sum of £250, payable by the Licensee at the time of signing the Licence. Any balance of the Application Payment is refundable after the end of the Licence Period, less any deductions for loss, damage, extra cleaning and any other outstanding debt to the Licensor.

1.11 “Service Charge” is the sum payable for the Licensee’s utility, lighting, heating, cleaning of Common Areas and any similar costs.

1.12 “Residence Handbook” is the handbook issued by the Licensor to Licensees of the Student Residence at the time of signing the Licence, setting out the service levels, guidance for occupation and additional regulations with regard to the Student Residence.

1.13 “Regulations” are the additional regulations displayed in the Student Residence from time to time by the Licensor or Housekeeper.

**2 The Licensor grants the Licensee a Licence to occupy one Study Bedroom in the Student Residence strictly subject to the Terms and Conditions set out in this Licence and any other Regulations introduced from time to time by the Licensor and displayed in the Student Residence.**

### **3 General conditions**

3.1 The Licence does not create a tenancy.

3.2 The Licensee does not have the right to exclusive occupation of any part of the Student Residence.

3.3 The Licence is personal to the Licensee and shall not be assigned or transferred to any other person.

3.4 The Licensee will not grant or purport to grant a sub-licence to occupy the Study Bedroom or any other part of the Student Residence to any other person.

### **4 Fees and Payments**

4.1. The Application Payment should be the sum of £250 throughout the Licence Period. If the Application Payment is used up during the Licence Period a further payment will be payable by the Licensee and no interest will accrue on any balance.

4.2 The Accommodation Fees must be paid in full one week before the Licence Period begins in the case of a Licence Period of 12 weeks or less. For stays of over 12 weeks, payment may be made in instalments every 12 weeks.

4.3 If any payment of the Accommodation Fees is not paid on the due payment dates, all outstanding fees for the remainder of the Licence Period shall then immediately become due and payable.

4.4 In the event of the Licensee's further failure to pay outstanding fees, the Licensor reserves the right to take legal action for their recovery together with costs and interest at the rate of 4% per annum above the base-lending rate of the HSBC.

### **5 Occupancy**

5.1 The Accommodation Fees are payable for the full Licence Period as in clause 1.8. The Licensor will give no refunds or rebates for any part of the Licence Period when the Licensee is not in occupation. The Licence Period begins on a Sunday and finishes on a Saturday.

5.2 The Licensee will only be released from his/her obligations under the Terms and Conditions of occupancy at the discretion of the Licensor. If the Licensee wishes to be released from his/her obligations, he/she may introduce another student who wishes to take up occupancy to the Licensor for consideration. Any such replacement will be strictly at the Licensor's discretion and no Application Payment will be refunded to the Licensee.

5.3 The Licensor reserves the right under clause 6 to serve written notice of immediate termination on the Licensee. Without prejudice to this right and at his/her discretion, the Licensor will normally allow the Licensee up to one week to vacate the Student Residence save where the Licensor invokes the provisions of clause 6.2 below.

5.4 The Study Bedroom should be vacated by 12 noon on the final day of the Licence Period.

### **6 Termination of Licence by the Licensor**

6.1 The Licensor may terminate this Licence Agreement with immediate effect and the Licensee will forfeit all refunds or repayment of fees and payments in cases where the Licensee:

6.1.1 fails to pay Accommodation Fees by the due date or otherwise breaches the Terms and Conditions of the Licence

6.1.2 brings or permits any other person to bring drugs into any part of the Student Residence

6.1.3 uses or permits any other person to use drugs in the Student Residence

6.1.4 damages fittings/furniture

6.1.5 exhibits anti-social behaviour

6.1.6 throws or drops objects from the windows or stairwells of the Student Residence

6.1.7 smokes or permits any other person to smoke in any part of the Student Residence or Study Bedroom (see clause 16.1)

6.1.8 acts in a way which in the opinion of the Licensor or the Housekeeper might endanger or cause a nuisance to other Licensees and/or their property

6.1.9 causes or permits any abuse of the fire alarm and safety systems

6.1.10 permits any other person to occupy the Study Bedroom without the permission of the Licensor

6.1.11 displays conduct in the Student Residence which in the reasonable opinion of the Licensor or the Housekeeper is in breach of the Terms and Conditions

6.1.12 brings or permits any other person to bring firearms or other weapons into the Student Residence

6.1.13 ceases to be a full time student at ELC other than by graduation from or completion of his/her course in which case the Licence Period will continue in the usual way.

6.2 In circumstances where the Licensee's conduct is in the opinion of the Licensor or the Housekeeper of a particularly grave or serious nature the Licensor shall treat the Licence as having been repudiated by the Licensee who shall be asked to immediately vacate the Study Bedroom. If the Licensee continues to occupy the Study Bedroom in these circumstances, he/she shall continue to be liable for Accommodation Fees on a pro-rata basis.

6.3 The Licensee has the right to make a written request to the Housekeeper to review the decision under clause 6.2 within five working days of service of written notice to quit

6.4 The Licensee's obligations under the Licence continue until the Study Bedroom is occupied by another Licensee. Any refund of any part of the Application Payment will be forfeited.

## **7 Relocation**

7.1 The Licensor reserves the right to relocate the Licensee to another Study Bedroom within the Student Residence if necessary and the same Terms and Conditions will apply.

## **8 Responsibility for Loss or Damage**

8.1 The Licensee is responsible for ALL damage to the Study Bedroom, its furnishings and fittings, whether deliberate or accidental, excluding fair wear and tear, occurring during the Licence Period.

8.2 The Licensee must report all damage and loss to the Housekeeper within 24 hours.

8.3 The Licensee must not make or cause or permit to be made any alterations to the Study Bedroom or the Common Areas, including:

8.3.1 the installation of TV aerials or satellite dishes

8.3.2 insertion of nails or drawing pins in the walls

8.3.3. the use of sellotape or blu-tac or white-tac on any internal walls.

8.4 Where such damage has been caused or losses have been discovered in the contents of the Inventory or the facilities in the Common Areas shared by several Licensees, each Licensee shall pay a fair proportion of the cost of repair and/or replacement and the costs shall be deducted from each Licensee's Application Payment.

8.5 The Licensor accepts no responsibility for the Licensee's property left on any part of the Student Residence. It is the sole responsibility of the Licensee to ensure that his/her insurance cover is adequate for these purposes.

8.6 The Licensee may leave property in the Student Residence during vacations strictly subject to clause 8.5

## **9 Contents of Study Bedrooms**

9.1 Furniture and fittings specified in the Inventory must not be removed from the Study Bedroom. The Licensee may not bring other furniture or curtains into the Study Bedroom.

9.2 The Licensee must keep the Study Bedroom tidy and in good condition and hand it over to the Licensor at the end of the Licence Period in the same tidy and good condition.

## **10 Kitchen and Utility Room**

10.1 The Kitchen and Utility Room in the Common Areas must be kept clean and tidy at all times.

10.2 No furniture or fittings may be removed from the Common Areas.

## **11 Safety and Security**

11.1 The Licensee must report the loss of any key to the Housekeeper immediately. A charge of £10.00 per key will be made for a replacement.

11.2 The Licensee must keep the Study Bedroom door locked at all times when not in actual occupation.

11.3 The Licensor has duplicate keys to all Study Bedrooms and reserves the right to enter any room at any time for reasonable purposes. Whenever possible, reasonable notice will be given to the Licensee.

11.4 The Licensee may not use liquid fuel or gas heaters or burning appliances in the Student Residence. Heating, cooking and lighting equipment employing a naked flame and/or candles are strictly forbidden in the Study Bedroom and the Common Areas.

11.5 The Licensee must not interfere with electrical wiring or equipment nor overload any electrical circuits by the use of too many electrical appliances. The Housekeeper will advise on this matter, if necessary.

## **12 Guests**

12.1 The Housekeeper has the right to refuse admission to any guests or visitors.

12.2. There is normally no restriction on daytime visiting provided that the Terms and Conditions are strictly observed by the Licensee and any of his/her guests or visitors.

12.3. Guests may not stay overnight unless permission is granted from the Housekeeper

12.4 In the interests of all Licensees, the Licensor or the Housekeeper will refuse admission to any unaccompanied person.

12.5 The Licensee will be held personally responsible at all times for the conduct of his/her visitors and guests in any part of the Student Residence

### **13 Pets**

13.1 Pets or any other animals must not be brought on to any part of the Student Residence with the exception of guide dogs for Licensees with impaired vision and only by prior arrangement.

### **14 Parties and other social functions**

14.1 The Student Residence is not a suitable venue for parties. No social function of any kind may be held in the Student Residence without the prior written consent of the Housekeeper and must be conducted strictly in accordance with the Terms and Conditions of this Licence and any specific regulations issued by the Licensor or the Housekeeper.

14.2 Barbecues are not permitted at any time in any part of the Student Residence.

### **15 Health**

15.1 The Licensee must register with a local General Practitioner within 14 days of arrival at the Student Residence.

### **16 Smoking**

16.1 Smoking is not permitted by any person in any part of the Student Residence. Smoke detectors are fitted in each room as part of Fire Safety requirements.

### **17 Council Tax**

17.1 Where applicable, all Council Taxes are paid by the Licensor.

### **18 Bicycles or Scooters**

18.1 Under no circumstances may bicycles and scooters be taken inside the Student Residence. The Licensee is solely responsible for such items which should be securely padlocked and covered by the Licensee's own insurance policy (see clause 20).

### **19 Payment of Fees**

19.1 All payment of Application Payment and Accommodation Fees should be made to the Licensor. The following payment methods are acceptable:

1) Credit Card: Visa, Master Card, Switch.

2) Bank transfer: the Licensor requires a faxed copy, stamped by the Licensee's bank, for his/her records.

**Please note:** the Licensee is responsible for all bank charges and other costs of payment and must ensure that the Licensor receives the full amount due as stated on the invoice.

Bank.	HSBC
Account name:	English Language Centre York, Ltd
Account Number	53931234
Bank Sort Code	40-47-31
Swift Address	MIDLGB22
IBAN No	GB60MIDL40473153931234

3) Cheque: a cheque in GB pounds sterling drawn on a British bank made payable to “The English Language Centre”. Foreign cheques or sterling cheques drawn on a non-UK bank are not acceptable.

4) In person at the English Language Centre, York: in cash, by credit card, by cheque in pounds sterling or using travellers’ cheques denominated in pounds sterling.

## 20 Insurance

20.1 The Licensor strongly recommends that the Licensee takes out adequate insurance to cover such events as: cancellation or curtailment of the course booked at ELC due to serious illness or accidental injury before arrival; loss of personal effects, loss of passport or tickets, medical expenses and repatriation; personal liability and personal accident. Failure to do so is at the Licensee’s risk.

20.2 In the event of death or serious illness, the Licensor accepts no responsibility unless the cause is proved to be negligence by the Licensor, ELC or its staff.

20.3 The Licensor accepts no liability for loss of any of the Licensee’s property or for any extra expense incurred by the Licensee due to circumstances outside the Licensor’s control including strikes, riots, war and similar events. Please note that these conditions replace any earlier printed version.

## 21 Regulations

21.1 The Licensee must observe the Regulations displayed in the Student Residence and note the contents of the covering letter attached to this Licence.

21.2 The Licensee must observe the relevant Fire Regulations displayed in the Student Residence.

## 22 Confirmation by the Licensee

22.1 By signing the Licence, the Licensee confirms that

- He/she has read the Licence carefully and has understood its contents.
- He/she has been told that he/she has the right to take independent legal advice before signing the Licence.
- He/she agrees to be bound by the terms of the Licence.

Signed by the Licensee

.....Date.....

Signed for and on behalf of the Licensor

.....Date.....

The Licensee should please sign both copies of this Licence, keep one and return the second copy to the Student Support Manager, English Language Centre, 5 New Street, York YO1 8RA (June 2010)