



## English in Chester Residence Licence Agreement

**This Licence Agreement is made between:**

**English in Chester Ltd (“Licensor”)**

**And:**

**Full name:** \_\_\_\_\_

**whose principal home address is:**

\_\_\_\_\_

**(“Licensee”)**

**Licence period: The period of occupancy covered by this licence agreement is**

**From:** \_\_\_\_\_ **To:** \_\_\_\_\_

### **Waterside Court, Whipcord Lane, Chester**

#### **1. Definitions**

1.1. The following terms have the following meanings:

- 1.1.1. “Accommodation Fees” is the sum payable in advance as provided in this Licence and shown on the Licensee’s invoice.
- 1.1.2. “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 lounge the utility room, refuse area and the garden/car park area.
- 1.1.3. “Deposit” is the sum of £200, payable by the Licensee before the arrival date. Any balance of the Deposit 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.
- 1.1.4. “EIC” is English in Chester Ltd.
- 1.1.5. “Residence manager” 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.
- 1.1.6. “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 Residence manager within 24 hours. If the Licensee fails to do so, the Licensor will assume that everything is in good order and that the contents are complete and undamaged.
- 1.1.7. “Licence Period” is the length of time for which the Licence is granted, set out at the top of this licence agreement.
- 1.1.8. “Regulations” are the additional regulations displayed in the Student Residence from time to time by the Licensor or Residence manager.
- 1.1.9. “Residence Handbook” is the handbook issued by the Licensor to Licensees of the Student Residence at the time of arrival to the residence, setting out the service levels, guidance for occupation and additional regulations with regard to the Student Residence.
- 1.1.10. “Student Residence” is Waterside Court, Whipcord Lane, Chester CH1 4DG
- 1.1.11. “Study Bedroom” is the room the Licensor may, at his/her reasonable discretion, allocate the Licensee in accordance with the terms of this Licence.

#### **2. Study bedroom**



- 2.1 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. The study bedroom is not specific to any particular Licensee and may be changed during the licence period if required by the Licensor.
- 2.2 The Licensor shall provide the following services to the Study Bedroom:
  - weekly change of sheets
  - weekly room clean, subject to tidiness of room

### 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, nor share the Study Bedroom save as expressly permitted by this Licence.

### 4. Fees and Payments

- 4.1. The Deposit is payable at the commencement of this Licence and should be the sum of £200 throughout the Licence Period. If the Deposit or any part is used up during the Licence Period a further payment will be payable by the Licensee to ensure the deposit remains at £200, and no interest will accrue on any balance.
- 4.2. The Accommodation Fees must be paid in full at least 4 weeks before the Licence Period begins.
- 4.3. In the event of the Licensee's further failure to pay outstanding fees or any other sums due, the Licensee shall pay interest at the rate of 4% per annum above the base-lending rate of the HSBC from this due date of payment to the date the payment is actually made.

### 5. Occupancy

- 5.1. The Accommodation Fees are payable for the full Licence Period set out in the box on the first page of this licence agreement. 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. When the Licensee has made arrangements with the Licensor to pay the accommodation fees on a 4 weekly basis this should be done in advance payments. However the room allocated to the Licensee cannot be guaranteed beyond what has been paid for.
- 5.3. The licensee must give a minimum 2 weeks' notice if he/she wishes to leave before the final date of the licence agreement. Rent paid for the notice period is not refundable.
- 5.4. The Licensee will otherwise only be released from his/her obligations under the Terms and Conditions of occupancy at the discretion of the Licensor.
- 5.5. 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.
- 5.6. The Study Bedroom should be vacated by 11.00am on the final day of the Licence Period. The Licensor reserves the right to charge an additional Licence fee (on a pro rata basis) for any delay in vacating the Study Bedroom.

### 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 Residence manager 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 Residence manager 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 EIC other than by graduation from or completion of his/her course in which case the Licence Period will continue in the usual way
  - 6.1.14. Attendance at school is lower than 90% in any month
- 6.2. The Licensee's obligations under the Licence continue until the 2 week period of notice is complete. Any refund of any part of the Deposit may be forfeited.

## **7. Relocation**

- 7.1. The Licensor reserves the right to relocate the Licensee to another Study Bedroom within the Student Residence or in similar accommodation 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 any damage or loss to the Residence manager 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 Deposit.
- 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 Lounge**

- 10.1 The Kitchen and Lounge in the Common Areas must be kept clean and tidy at all times.
- 10.2 Out of date and unwanted food items must be thrown away and taken out to the refuse bins during the licence period and before departure.
- 10.3 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 House manager immediately. A charge of £40 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 Residence manager will advise on this matter, if necessary.

## **12. Guests**

- 12.1. The Residence manager 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 Residence manager. Students that have guests stay without permission can be asked to leave the residence with no refunds.
- 12.4. In the interests of all Licensees, the Licensor or the Residence manager 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 Residence manager 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 Residence manager.
- 14.2. Barbecues are not permitted at any time in any part of the Student Residence.

## **15. Health**

- 15.1. The Licensee should 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. Any student found to cover their smoke alarm will be asked to leave the residence immediately.

## **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 payments of Deposit and Accommodation Fees should be made to the Licensor. The following payment methods are acceptable:
  - 19.1.1. Credit Card: Visa, Master Card, Switch.
  - 19.1.2. In person at English in Chester: in cash, by credit card, by cheque in pounds sterling or using travellers' cheques denominated in pounds sterling.



- 19.1.3. Bank transfer: the Licensor requires an emailed 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: National Westminster  
Account name: English in Chester  
Account Number: 01032704  
Bank Sort Code: 60 40 08  
Swift Address: NWBKGB2L  
IBAN No: GB51NWBK60400801032704

## 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 EIC 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, EIC 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 and abide by the Regulations displayed in the Student Residence, the information included in the Residence Handbook and the Joining Information.
- 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.

<b>Signed by the Licensee:</b>	_____
<b>Date:</b>	_____
<b>Signed for and on behalf of the Licensor:</b>	_____
<b>Date:</b>	_____

**The Licensee should please sign both copies of this Licence, keep one and return the second copy to the Student Services Officer, English in Chester, 9-11 Stanley Place, Chester CH1 2LU**

