

---

**Remember, the Occupier must read the Residential Regulations and Cancellation Policy in full before completing the Student Portal**



**- RESIDENTIAL REGULATIONS**

---

**These Residential Regulations set out the specific details of the regulations to be observed by all Occupiers whilst occupying Study Inn premises, under the Agreement attached to this document.**

**The Occupier acknowledges that by completing the Student Portal, you enter into a legally binding agreement under which you agree to be bound by its terms and conditions and that the Occupier will be required to follow these 'Residential Regulations'.**

---

**1.0 General**

- 1.1 Where there are two occupants sharing the Accommodation, their obligations will be joint and several.
- 1.2 The headings in these Regulations are for convenience only and are not to be considered in interpreting the Agreement.
- 1.3 Defined terms in these Regulations are as those defined in the Agreement.
- 1.4 While reasonable safety precautions have been taken in relation to the use of the gyms and games rooms, please note that Occupiers use the Gyms and games rooms is at their own risk. Neither Study Inn, nor its employees or agents shall be liable for any loss or damage to property or death or personal injury (save for death or personal injury resulting from the negligence of Study Inn its employees or agents), however arising from your use of the Gyms or Games rooms. All gym and games room users are advised to seek medical consultation and clearance before embarking on any exercise programs.

**2.0 Eligible Occupiers.**

- 2.1 For security reasons, the Occupier will provide Study Inn with photographic proof of identity and proof that the Occupier is a Study Inn resident whenever required to do so. Failure to provide such proof may result in termination of the Agreement.
- 2.2 The Occupier will provide Study Inn with a certificate of exemption for council tax and if the Occupier does not provide Study Inn with such a certificate, the Agreement will be terminated with immediate effect with no refund of the Licence Fee.
- 2.3 The Occupier must be of the age of 18 or above to qualify for residence at Study Inn.

**3.0 Study Inn rights**

- 3.1 Study Inn reserves the following rights over the Accommodation;
  - 3.1.1 To cancel an Occupiers room key card and ask the Occupier to make an appointment to have the card re-issued where it is believed that this is necessary for the security of the Building.
  - 3.1.2 Under normal circumstances Study Inn will endeavour to give a minimum of 48 hours' notice of the need to enter the Accommodation, but reserves the right to enter the Accommodation without notice in the case where Study Inn feels it necessary to do so and where the Occupier has requested Study Inn to do so
  - 3.1.3 Study Inn shall have access to all common areas at any time without notice
  - 3.1.4 The right to remove from the Accommodation any dangerous, unauthorised or prohibited items or appliances at any time with written confirmation. It shall be the Occupier's responsibility to make arrangements with Study Inn for the return of confiscated items at the end of the Period of the Licence, or at a suitable time they are going home or are given to a friend to take off the premises. Study Inn will not be responsible for any subsequent loss or damage to confiscated items.
  - 3.1.5 The right to carry out regular Cleaning and Servicing and remove any perished food found at the time of cleaning
  - 3.1.6 The right to carry out viewings of the Accommodation upon reasonable notice
  - 3.1.7 The right to carry out maintenance and repair damage
- 3.2 Where such requirement for access is notified to the Occupier, the Occupier will give full and clear access to the Accommodation and ensure that their belongings are cleared to allow inspection, maintenance and repairs if requested to do so Failure to do so may result in Study Inn clearing the areas required and in such circumstances Study Inn will have no liability for damage to the Occupiers belongings.
- 3.3 Where prior arrangements have been made for access, Study Inn will not be obliged to re-arrange access at the occupier's request.
- 3.4 During periods of access, the Occupier will be entitled to use the common area facilities available within the Accommodation

- 3.5 In exercising its right of entry to the Accommodation, Study Inn will cause minimum possible inconvenience to the Occupier.
- 3.6 Study Inn reserves the right to amend these regulations from time to time

#### **4.0 Contact.**

- 4.1 For the purposes of clear communication the Occupant should only use the contact details specified by Study Inn
- 4.2 The Occupant is advised to keep Study Inn's emergency contact details on their person at all times.
- 4.3 The Occupant is requested to report any accident or incident by using the method advised by Study Inn as soon as possible after it occurs and in any event within 48 hours.
- 4.4 For the purposes of contacting the Occupier during the Period of the Licence, Study Inn shall either deliver a letter to the occupier's room or contact the Occupier using the contact details provided to Study Inn at the time of booking.
- 4.5 The Occupier shall pay any outstanding balances by the due dates. In the event that Study Inn is required to pursue overdue payments Study Inn may charge the Occupier an administration fee.
- 4.6 Should the Occupier fail to pay outstanding balances and Study Inn subsequently terminate the Agreement, Study Inn reserves the right to pack up and dispose of any Occupiers personal belongings if not Study Inn will.
  - 4.6.1 email & call the guest informing them they have left items behind.
  - 4.6.2 Study Inn will store the items for up to 5 days.
  - 4.6.3 After the 5 days have past, the items will be donated to the British Heart Foundation. In such circumstances Study Inn may charge the Occupier an administration fee and any associated costs.
- 4.7 Study Inn may refuse a request for a meeting with an Occupier where it deems that it would be more productive to record details in writing.
- 4.8 Study Inn may request a meeting with the Occupier if it deems necessary.
- 4.9 Occupiers shall report any issues to Study Inn in the manner directed by Study Inn from time to time and Study Inn will not be held liable for resolution of issues where such procedures are not followed.
- 4.10 The Occupier is asked to notify Study Inn using the method advised by Study Inn of any intention to be away from the Accommodation for more than 1 week
- 4.11 The Occupier must notify Study Inn of the intention to check out and book a check out appointment using the methods advised by Study Inn from time to time. Study Inn has the right to agree or postpone the requested date to a date when qualified staff are available to carry out the check-out inspection.

#### **5.0 Prohibited Activities, Materials and Items.**

- 5.1 The Occupier will not carry on any profession, trade or business whatsoever in the Accommodation or the Building.
- 5.2 The Occupier will not use the Accommodation or the Building for any improper, immoral or illegal purpose or in any way which may, in the opinion of Study Inn, be a nuisance, damage or annoyance to Study Inn or to the other Occupiers or occupiers of any adjoining premises.
- 5.3 All illegal drugs and associated paraphernalia are prohibited, in the Accommodation, the Building or near to the Building.
- 5.4 Smoking and used products of smoking are prohibited in the Accommodation and the Building. If there is evidence of smoking e.g. residual odours, nicotine stains, witness accounts, burn marks, traces of ash, cigarette butts, a damage charge of £250 will be imposed on the Occupant for any breach of this clause.
- 5.5 The Occupier shall not consume alcohol in communal areas of the Building.
- 5.6 The Occupier will not cause any nuisance, noise or vibration which, if made within the Accommodation or Building, can be heard outside the Accommodation or Building or which disturbs other residents at Study Inn or occupiers of adjacent premises. The Occupier shall be obliged to reduce the noise level coming from the Accommodation immediately when required to do so by Study Inn staff. Failure to do so may result in confiscation of the equipment as a prohibited item.
- 5.7 The Occupier will not interview, film, photograph, make any kind of recording, blog, broadcast or publish anything relating to or showing anything connected in any way to Study Inn, it's associated companies, staff, facilities, logo, services, development, past, present or future residents without the express prior written consent of Study Inn.
- 5.8 The Occupier shall not keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Accommodation or the Building.
- 5.9 The Occupier will not store or keep any items, luggage etc. belonging to anyone other than Study Inn or the Occupier in the Accommodation or the Building and any items in the room which have not been supplied by Study Inn will be deemed to belong to the Occupier.
- 5.10 The Occupier shall not keep, store or use in the Accommodation or the Building any gas or oil heater, electrical or other fuel burning appliance; including candles, rice cookers, heaters, sandwich makers, slow cookers, fans, lamps, electric beverage makers, kitchen appliances, routers, dehumidifier, multi plug electrical tracks or multi-plug adaptors and any other electrical devices not provided by Study Inn or not authorised in writing by Study Inn.
- 5.11 The Occupier shall not hang, fix or attach any item, including notices, stickers, hooks, posters, other decorative items or pieces of clothing or flags on the interior or exterior of the Accommodation or Building or on /out of windows or doors.
- 5.12 The Occupier shall not display notices or any item which has not been authorised by Study Inn on any surface in the Building, except on the pin boards or whiteboards provided in the Occupier's own room
- 5.13 The Occupier shall not put any letters, notices, petitions, menus, posters or any other type of correspondence underneath or outside or on the doors of any rooms or in any other areas within the Accommodation or Building.

- 5.14 The Occupier shall not erect any external wireless or television aerial or satellite dish on or in the Accommodation or the Building
- 5.15 The Occupier shall not allow any animal, bird, insect, reptile or any associated paraphernalia to be in the Accommodation or Building.
- 5.16 The Occupier shall not use skate boards, roller skates, roller blades, heeles or anything of this nature in the Accommodation or the Building.
- 5.17 If the Occupier is unsure of whether a specific item is allowed in the Accommodation, the Occupier should request written confirmation from Study Inn.
- 5.18 The Occupier will only enter and exit the building through the entrances and exits advised by Study Inn. Service doors and windows will not be used at any time unless they are designated fire escapes and then shall only be used in cases of Fire or other emergency.

## **6.0 Services and Facilities**

- 6.1 The Occupier will operate the service media, electrical and other appliances and use all facilities provided by Study Inn at his/her own risk and will only use these items and facilities provided by Study Inn after reading and agreeing to abide by the regulations, instructions, advice and guidelines provided by Study Inn and will not; change, damage, alter, add to or interfere with them in any way. Such agreement is automatically implied upon the Occupier and his/her visitors using Study Inn facilities.
- 6.2 The Occupier will not wash or dry their clothes by any means on Study Inn Premises other than by using the washing machines and tumble dryers provided in the laundry room.
- 6.3 The Occupier will not hang wet clothes over furniture or bedroom heaters and will only dry lightweight garments on the retractable clothes lines provided in the Occupants shower room.
- 6.4 The Occupier will obtain the written consent of Study Inn before keeping any furniture or electrical items in their room which have not been provided by Study Inn save for computers, printers and scanners.
- 6.5 The Occupier shall ensure that any appliances which are not provided by Study Inn, but have been authorised by Study Inn, comply with all relevant UK standards and regulations.
- 6.6 Occupiers will not use their own routers, servers or set up their own WIFI, broadband or internet service as this may cause interference with other equipment.
- 6.7 Study Inn shall not be liable for any loss, damage or delays suffered as a result of interruptions to the internet services or utility services.
- 6.8 Weekly room service can be declined at the Occupiers request, but not on two or more weeks consecutively
- 6.9 Occupiers shall share the common facilities and exclusive use is only available by prior arrangement with Study Inn
- 6.10 If there is no evidence to the contrary, if there is a breach of the Licence agreement in common areas, it shall be dealt with as if all Occupiers entitled to use the space had committed the said breach.
- 6.11 No cooking shall take place in areas other than Kitchens designed for that purpose. Kitchens in shared serviced apartments will be allocated for use by all Occupiers in the Apartment.
- 6.12 Where Occupiers have booked a room in a shared serviced apartment, they shall take reasonable steps to ensure that the apartment is kept secure for the intrusion of unauthorised persons and shall ensure that personal belongings are not left in common areas.

## **7.0 Conduct**

- 7.1 The Occupier will be courteous and polite to all persons employed by Study Inn and other Occupiers, failing which Study Inn will have the right to treat a breach of this clause as a serious breach of this Agreement
- 7.2 The Occupier will not transfer the licence created by the Agreement to anyone else or sublet their Accommodation or have any financial arrangement in respect of their Accommodation with any party other than Study Inn.
- 7.3 Study Inn will, as a condition to giving its consent to a request to transfer the License, or to add a person to the licence agreement, charge the outgoing Occupier an administration fee of £250 and require the Occupier to have paid all outstanding balances due to Study Inn. In addition, Study Inn reserves the right to refuse such consent where; the Occupier or the potential replacement occupier has failed to comply with reasonable requests for information or documents, has failed to comply with any conditions imposed by Study Inn, is not a full time student or where the number of persons in the room would exceed the number of persons which the beds in that room are designed to accommodate.
- 7.4 The Occupier will comply with any reasonable regulations of Study Inn which may be notified to the Occupier in writing from time to time and in the event of conflict between the terms of these Regulations and any such regulations, the terms of these Regulations shall prevail.
- 7.5 The Occupier shall not alter, repair, modify, decorate, add to, borrow, damage, remove or in any way interfere with any of the Contents, decorative finishes and the structure of the Accommodation or the Building.
- 7.6 The Occupier shall complete the Inventory (including the Occupiers room and common areas) in the manner advised by Study Inn within 48 hours of check in and should immediately report to Study Inn by using the method advised by Study Inn any part of the Contents, decorative finishes or structure of the Accommodation or the Building which require alteration, modification, decoration, or attention. When determining whether there was any pre-existing damage or missing items Study Inn will only take into account Inventories which are completed at the start of the Period of the Licence and Study Inn will, (provided Study Inn agrees that this is necessary), arrange any works and or replacements necessary at a time and date designated by Study

- Inn. If failure to report such matters results in further damage or loss, the Occupier will be responsible for any subsequent costs incurred by Study Inn as a result of such breach, including any administrative and staff costs.
- 7.7 The Occupier shall ensure that their refuse is contained in a suitable refuse bag before being deposited in the refuse bins provided by Study Inn. The Occupier will be required to leave their refuse bins immediately outside of their room at the times required for collection by Study Inn cleaning staff.
- 7.8 The Occupier shall not use any address associated with Study Inn for receiving business related correspondence or business related parcels or for any other purposes other than personal mail
- 7.9 The Occupier shall not misuse or tamper with any fire detection, fire exits, alarm systems, CCTV or preventative systems, window restrictors or other equipment.
- 7.10 The Occupier will vacate the Building (and ensure that any visitors of the Occupier also vacate the Building) immediately whenever the fire alarm is sounded and follow any instructions of Study Inn staff.
- 7.11 The Occupier shall not obstruct any means of access or egress in the Accommodation or the Building.
- 7.12 The Occupier shall not use any lifts when the fire alarms are sounding.
- 7.13 The Occupier shall only use the front entrance to enter and exit the building in normal circumstances. The Occupier shall only use designated fire escapes for the purposes of emergency escape.
- 7.14 The Occupier shall comply fully with any fire procedures and fire drills organised by Study Inn.
- 7.15 The Occupier shall comply with any regulations, rules, codes of conduct, facility regulations, procedures or guidance provided by Study Inn particularly with regards to health and safety and shall accept that Study Inn will not be liable for injuries or damage caused by breaches of this clause insofar as is allowable under UK law.
- 7.16 The Occupier shall not allow more than two bags of refuse produced as a result of the Occupier's activities or the activities of their visitors to accumulate in the Accommodation at any time. Should the Occupier require additional refuse collections, Study Inn may charge any associated costs.
- 7.17 To safeguard the Occupiers property, the Occupier is advised to ensure that any cash and valuables are not left in the Accommodation.
- 7.18 The Occupier is responsible for ensuring that the doors, entrances and exits are closed properly after using them and to ensure that no persons are able to follow the Occupier into the Accommodation or the Building.
- 7.19 the Occupier will ensure that the door and window to the Accommodation are secured and not left open when the Occupier is not in residence. Study Inn will not be liable for any loss or damage caused as a result of failure of the Occupier to observe this obligation.
- 7.20 Study Inn will indemnify the Occupier against loss or damage to Occupier's contents during the Period of Licence where damage or loss in respect of the same occur on Study Inn premises:
- 7.21 The maximum sum which can be claimed by the Occupier will be £200, irrespective of
- 7.21.1 how many items were lost or damaged or the total accumulative value of any such items and shall be subject to
- 7.21.2 such loss or damage being proved to have occurred on Study Inn premises to Study Inn's satisfaction.
- 7.22 The maximum amount which can be claimed by the Occupier for any single item will be £50 per item.
- 7.23 All claims must be submitted by the Occupier in writing and the Occupier must provide a complete written list of all items which are lost or damaged at this time.
- 7.24 The Occupier shall be obliged to provide valid receipts for all items which they are submitting a claim for within 48 hours of any such damage or loss occurring.
- 7.25 Claims shall not be covered where any such loss or damage is as a result of the Occupier failing to act in accordance with the Licence Agreement or any other written guidance made available to the Occupier by Study Inn, or where the Occupier is unable to provide information required by Study Inn to deal with any such claims or where such information is not sufficiently consistent or precise or verifiable or where the Occupier fails to take any steps required by Study Inn to mitigate such loss.
- 7.26 Where the Occupier has submitted a claim, Study Inn will have a minimum of 3 weeks to process this and this time may be extended if there is any delay on the Occupier's part to provide Study Inn with any required information.
- 7.27 The Occupier is required to obtain their own insurance to cover the cost of any individual items which have a value which exceed £50 and also to ensure that any such insurance policy covers the value of their items where the total value of the same exceeds £200. Such cover must cover the whole Period of Licence.
- 7.28 Study Inn will not be liable for any loss of Occupiers contents left in the Accommodation after the Occupier checks out, whether this is before or after the expiry of the Period of the Licence.
- 7.29 The Occupier shall not access areas used solely by Study Inn staff.
- 7.30 The Occupier will not take possession of any other person's key card or allow any person to take possession of their key card (other than Study Inn employees on checkout) and will be issued with a maximum of one key card per occupant.
- 7.31 Study Inn may cancel an Occupiers key card at any time if in the opinion of Study Inn there is a risk to the security of the Occupier or the Accommodation.
- 7.32 In respect of Occupiers mail and parcels, Study Inn will;
- 7.32.1 Advise the Occupier of the appropriate Address to be used for parcel deliveries
- 7.32.2 deliver mail to the Occupiers room where possible

- 7.32.3 notify the Occupier of any parcels or post received and being held for them
- 7.32.4 reserve the right to refuse to accept delivery of any packages on behalf of the Occupier where it appears that such parcels or letters contain perishable goods, contain items prohibited under the terms of the Agreement or are considered by Study Inn to be of unreasonable size or weight or are addressed to a Occupier who is not listed on Study Inn's register of current Occupiers.
- 7.32.5 Not be responsible for loss or damage of any mail or parcels  
The Occupier will ensure that;
- 7.32.6 mail, parcels and deliveries are addressed to them properly
- 7.32.7 any courier services being used will accept the signature of Study Inn
- 7.32.8 parcels are collected from Study Inn reception at times notified by Study Inn
- 7.32.9 All mail and parcels are re-directed to the Occupiers new address after they vacate the Accommodation. Any post or mail received at Study Inn after the Occupier vacates the Accommodation will be returned to the sender and Study Inn may recover costs in respect of re-directed mail or parcels.

## **8.0 Visitors**

- 8.1 The Occupier will be responsible for escorting their visitors in and out of the Building and ensuring that they sign in and out. Study Inn reserves the right to refuse entry or to ask any visitors to leave the building at Study Inn's sole discretion.
- 8.2 The Occupier will ensure that their visitors are personally supervised by themselves at all times when on Study Inn premises and do not use Study Inn facilities or remain in any part of the building by themselves at any time.
- 8.3 Occupiers will not have more than 2 visitors on Study Inn premises at any one time without previously obtaining Study Inn's written consent.
- 8.4 The Occupier will not allow any visitor to stay overnight at Study Inn for more than 48 hrs. without first obtaining Study Inn's written consent. If less than 48 hrs any and all guests must sign in & out.
- 8.5 The Occupier should not have more than one guest stay overnight at any one time and visitors are not allowed to sleep in common areas or on any floors or pieces of furniture in the Occupiers room provided by Study Inn other than the bed or beds in the Occupier's room.
- 8.6 The Occupier will be responsible for ensuring that all of their visitors are aware of and abide by these Regulations and agree to be responsible for all of their visitor's actions or omissions whilst they are on Study Inn premises.
- 8.7 The Occupier will be responsible for any damage or disturbance caused by their visitors shall not allow visitors to leave anything in the Building and shall not allow third parties to have any mail or parcels delivered to Study Inn.

## **9.0 Bicycle Storage and Car Parking**

- 9.1 The Occupier will not chain or attach bicycles to or store or leave bicycles in any part of Study Inn other than the bicycle storage area designated by Study Inn and will do so only with the express consent of Study Inn which shall be granted on a personal basis to the Occupier.
- 9.2 The Occupier will use the bicycle storage area to store bicycles only and shall be responsible for securing all parts of their bicycle to the bicycle rack provided.
- 9.3 Persons visiting the Occupier will not be allowed to store any bicycles or any other items on Study Inn Premises.
- 9.4 The Occupier will not park vehicles on Study Inn premises other than in the car park designated by Study Inn subject to the Occupier entering into a car parking agreement with Study Inn.
- 9.5 Any use of any car parking, bicycle storage or other storage facility shall be at the Occupier's own risk and the Occupier agrees that Study Inn will not insure vehicles, bicycles or other stored items and will not be liable for loss or damage.
- 9.6 Any key, key card or fob lent to the Occupier for the purposes of car parking or the storage of any item on Study Inn premises shall be treated as part of the room contents for the purposes of determining any deductions to be made from the damage deposit and Study Inn shall be entitled to make deductions in respect of any work required and administrative costs incurred as a result of the Occupier requiring replacement Key's, Key Cards, or fobs or failing to return these items to Study Inn at the end of the Period of the Licence.
- 9.7 If the Agreement is terminated for any reason either during or at the end of the Period of the License any car parking or storage privileges will automatically expire simultaneously with the expiry of the Agreement without refund.

## **10.0 Damage.**

- 10.1 The Occupier shall request the written consent of Study Inn before moving any of the Contents provided by Study Inn.
- 10.2 The Occupier will not damage or leave in a dirty or untidy state; the Contents or any parts of the Accommodation or the Building and will continually keep the Accommodation sufficiently tidy to allow unhindered regular cleaning and maintenance by Study Inn staff.
- 10.3 The Occupier shall deliver the Contents, the Accommodation and their key card to Study Inn at the end of the Period of Licence in the same condition as recorded in the check in inspection and by no later than the last day of the Period of the Licence.
- 10.4 The Occupier shall remove his / her own belongings from the Accommodation and the Building at the end of the Period of Licence or earlier if check out occurs before the end of the Period of the Licence. Study Inn shall be under no duty of care in respect of belongings left in the premises after check out or after the Period of License and reserve the right to dispose of such

belongings without any liability to the Occupier and charge the Occupier the cost associated with removal of the belongings. (see 4.6 for further details).

- 10.5 If the Occupier loses or damages his/her key card, the Occupier should report it to Study Inn immediately. Where the Occupier has been issued with an additional temporary key card and the temporary key card is not returned within 3 working days, the Occupier will pay a late return fee for each additional day the card is not returned. If there are two occupant's in the Occupiers room, both occupants need to go to Study Inn reception during office hours and both hand in all the key cards in their possession, so that they can both be issued with new key cards.
- 10.6 Where a key card is reported as lost or where Study Inn determine that the room key card has been damaged the Occupier shall pay the cost of Study Inn issuing a replacement key card.
- 10.7 The Occupier shall notify Study Inn in writing immediately of any damage or loss to the Occupier's personal belongings.
- 10.8 Where Study Inn give notice to the Occupier of an inspection of the Accommodation during the Period of the Licence, the Occupier shall attend at the time allocated by Study Inn. The Occupier may request an alternative time but if Study Inn are unable to accommodate the alternative time, then Study Inn will have the right to enter the Accommodation at the time originally notified to carry out the inspection. Should the Occupier be absent at such inspection, Study Inn's record of the inspection will be final and binding.
- 10.9 If the Occupier disagrees with any part of the inspection report, the Occupier should request that their objection to the results and their reasons for such inspection be noted and shall email their objections to Study Inn. If no objections are raised by the Occupier within 48 hrs. of the receipt of the inspection report, the report will be deemed to be accepted by the Occupier.
- 10.10 The Occupier will be responsible for any loss or damage caused by the Occupier or their visitors.
- 10.11 The Occupier will pay any charges due to Study Inn within 14 days of being notified of such charges.
- 10.12 Where Study Inn terminate the Agreement due to a breach of the Agreement by the Occupier, the Occupier will not be entitled to any refund of the Occupation Fee and will pay to Study Inn within 14 days any fees or costs due in respect of; cancellation, damage or loss to the Accommodation and any of the Contents which cannot be sufficiently covered by the Damage Deposit held by Study Inn and any costs incurred in respect of storing, removing, relocating, packing or disposing of any belongings of the Occupier.

## **11.0 Reservation Fee**

- 11.1 At any time up to the start of the Period of the License, a potential occupier can pay to Study Inn a £200 reservation fee (the 'Reservation Fee'). A reservation is not a firm booking until the First Room Payment is paid.
- 11.2 Upon receipt of the Reservation Fee and a completed Student Portal, Study Inn will reserve a room for the potential occupier for as long as there are rooms available.
- 11.3 For the avoidance of doubt, firm bookings will take precedence over reservation fees and as availability of rooms reduces, potential occupiers who have paid Reservation Fees will be notified by Study Inn (by email to the email address provided to Study Inn) and given the opportunity to confirm their bookings or risk losing their reservations.
- 11.4 If the potential occupier converts the reservation fee to a firm booking whilst rooms are still available, then the £200 reservation fee will be counted as part of the initial payment of the Occupation Fee. If the reservation is not converted to a firm booking, then Study Inn will release the reservation and refund the Reservation Fee in full within a reasonable time upon the customer's request in writing.

## **12.0 Damage deposit**

- 12.1 The Occupier will pay to Study Inn the Damage Deposit as security for the performance of the Occupiers obligations under the Agreement and the Regulations.
- 12.2 The Occupier will accept the Accommodation and the Building as being in good repair and condition and fit for the purpose for which they are let and/or intended to be used and all the Contents are present at the Period of Licence start date unless the Occupier informs Study Inn using the method advised by Study Inn of any defects in the condition and repair or missing items (no matter how minor) within 48 hours of the Period of Licence start date, by using the method advised by Study Inn.
- 12.3 If Study Inn has failed to repair any reported damage or replace any missing items reported by the Occupier at the start of the Period of License then the Occupier should report the same to Study Inn and ensure that they have written confirmation that the repair has not been made or item has not been replaced, otherwise it will be deemed that Study Inn has made the repair or replaced such items during the licence term.
- 12.4 The Occupier will maintain the Accommodation in good order and will jointly and severally with the other Occupiers, maintain the Common Parts in at least as good a state of repair and decorative order and clean condition as it was in at the Period of Licence start date.
- 12.5 The Occupier will maintain the Contents in at least as good repair and condition as they were in on the Period of Licence start date, except for fair wear and tear. Wear and tear does not include scratches, scrapes, visible marks, scuffs, dents, chips, cracks, stains, burn marks etc. and only includes slightly worn or faded surfaces. The Occupier is expected to ensure that the room and all of its contents are clean and deductions may be made from the Damage Deposit if the Accommodation and its contents are not clean.
- 12.6 The Occupier will not remove any of the Contents from the Accommodation.
- 12.7 The Occupier will ensure that when notified that an inspection or verification check is to take place it is the Occupier's responsibility to ensure that all items to be checked are actually in their normal position in the room in readiness for such inspections

- 12.8 The Occupier will pay as determined by Study Inn, the costs incurred by Study Inn in making good loss or damage to the Accommodation and the Building and/or in replacing, cleaning or repairing any fixtures or fittings.
- 12.9 The Occupier will pay a fair and reasonable proportion, as determined by Study Inn, of the costs incurred by Study Inn in making good loss or damage to the common areas of the Accommodation and the Building and/or in replacing or cleaning any fixtures or fittings. The cost of repairing any damage shall be apportioned as if all the Occupiers entitled to use the Common Parts caused the damage to the Common Parts and as if all the Occupiers entitled to use the Building caused the damage to the Building.
- 12.10 Study Inn reserves the right to give notice to the Occupier of its intention to draw on the Damage Deposit at any time during or after the Period of the Licence in payment of any sums due from or spent on behalf of the Occupier under the Agreement and the Regulations, which will include sums incurred as a result of the room or any of the Contents requiring, extra cleaning, repairs, replacement or damage caused to the room or any of the Contents, or for the removal of any of the Occupier's personal belongings or any refuse left by the Occupier as determined by the results of any check out inspection carried out in accordance with this Agreement. Such notification will be made via letter, email or invoice and if the Damage Deposit is reduced due to deduction for payment due under this Agreement at any time either during or after the Period of the Licence, the Occupier will be required within 14 days of such notice having been given by Study Inn to pay to Study Inn sufficient funds to bring the Damage Deposit back up to the sum stated on the Student Portal.
- 12.11 In considering what is a fair and reasonable charge in respect of repair and replacement, Study Inn shall include the costs incurred by Study Inn in respect of administration, staff time, as well as the cost of all labour and materials (No details of Study Inn's contractors will be provided). Study Inn's calculation of such charges will be at Study Inn's sole discretion.
- 12.12 During the Period of Licence and at the end of the Period of Licence, the Occupier will be given the opportunity to attend inspections with a representative of Study Inn with a view to reaching agreement as to what, if any, deductions Study Inn shall be entitled to make from the Damage Deposit. Such check out inspections will be scheduled in accordance with the times allocated by Study Inn and Occupiers are responsible for giving Study Inn at least 3 weeks written notice in advance of the end of the Period of the Licence if they wish to attend. The Occupiers signed acceptance of the results of the inspection will be binding.
- 12.13 The Damage Deposit (or the balance thereof remaining), shall be returned to the Occupier after the end of the Period of Licence (however it ends) and vacation of the Accommodation by the Occupier.
- 12.14 If the Occupier fails to attend the check-out inspection at the time allocated by Study Inn or fails to request that they attend the check-out inspection with a Study Inn member of staff, then the Occupier will accept the result of the check-out inspection as carried out by a Study Inn representative as final. Photographic evidence of damage may be used by Study Inn to verify the findings of the inspections.
- 12.15 Once a checkout inspection has been completed the Occupier shall not return to the room or the checkout inspection will be deemed to be invalidated and the Occupier will be charged with any costs associated with the re-inspection of the room and any loss, damage, replacement of items, cleaning etc. identified in the final inspection.
- 12.16 The Occupier will not off-set the Damage Deposit against any payment due to Study Inn.
- 12.17 No later than 3 calendar months after the expiry of the Agreement, the Occupier shall be responsible for confirming to Study Inn by email, the following information; -
- 12.17.1 the name of the person to whom the refund of the Damage Deposit is to be made payable to,
- 12.17.2 the address any refund of the Damage Deposit is to be sent or alternatively a request to pre-book a mutually agreed appointment to collect any such refund. Such appointment to take place within 3 calendar months after the expiry of the Agreement
- 12.17.3 Where such information is not provided to Study Inn or no such appointment is arranged by the Occupier within the 3-month period the Occupier will be deemed to have waived the right to a refund and no refund will be made
- 12.18 The Occupier must raise any query relating to the amount of any refund due under this Agreement in accordance with Study Inn's procedures for contacting Study Inn in writing either within 2 weeks of Study Inn issuing or posting such refund or within three calendar months after the expiry of the Licence term, whichever is earlier.
- 12.19 Any balance due to the Occupier will be made by any method of payment chosen by Study Inn and the time taken to issue such balance shall be subject to Study Inn's internal company procedures

END