

This License Agreement sets out the specific details of the Accommodation being granted to you, the period of License and the Occupation Tariff.

By completing the Student Portal, you enter into this legally binding 'License Agreement' and agree to be bound by its terms and by the terms of the 'Residential Regulations' and the 'Cancellation Policy' also attached with this Agreement.

#### THE AGREEMENT IS BETWEEN:

##### Last Updated

Wednesday, February 10,  
2021

##### The Licensor:

**See Licensor by Location  
below**

##### The Occupier(s):

**First Occupant** and the  
**Second Occupant** (if  
applicable)

(Where there are two occupants in the room, the first occupant and the second occupant will have joint and several liability, as the Occupier)

#### Licensor by Location:

Study Inn (Marlborough St) Ltd:	Bristol – Marlborough House
Study Inn (Lemyngton St) Ltd:	Loughborough - Lemyngton Street
Study Inn (Talbot St) Ltd:	Nottingham – Talbot Street
Study Inn (St David's Hill) Ltd:	Exeter – Walnut Gardens

#### YOUR ALLOCATION DETAILS:

<b>Accommodation Location:</b>	The Study Inn property indicated on the Student Portal.
<b>Room Number:</b>	To be allocated on the day of arrival
<b>Accommodation type:</b>	Self-catering, as detailed on the Student Portal
<b>Shower room facilities:</b>	En-suite
<b>Kitchen facilities:</b>	Self-contained in Bedroom (Studios Only)
<b>Kitchen/Living Area:</b>	Shared with each cluster apartment (Shared Serviced Apartments Only)

All Study Inn Accommodation (bedrooms and Common Parts) is non-

smoking. **PERIOD OF LICENSE** - As set out on the Student Portal

**OCCUPATION TARIFF** - As set out on the Student Portal

## 1.1 The Language

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The language in this Agreement and the Regulations are necessarily of a legal nature. Wherever possible, "plain English" has been used. There are, however, some words or phrases in this Residential License Agreement AND the Residential Regulations AND Cancellation Policy, which have a very particular meaning, and those are set out below. This document is available in a large print upon request.

The following words or phrases have the following meanings in this Agreement and in the Regulations:

- a. **"Accommodation"** means the residential Occupier accommodation comprising of; the bedroom in the Building allocated to the Occupier, together with shared use of the Common Parts of the Building, or any other residential accommodation which Study Inn may allocate to the Occupier during the Period of License.
- b. **"Agreement"** means this Residential License Agreement.
- c. **"Authorised Staff"** means any persons who are employed by Study Inn in any of the following capacities: Cleaners, Maintenance, Security, Wardens and Management Staff and external contractors appointed by Study Inn.
- d. **"Building"** means the Study Inn property indicated on the Student Portal.
- e. **"Cancellation Policy"** means the Cancellation Policy attached to this document, as amended from time to time.
- f. **"Common Parts"** means the entrance hall, stairs, lift, corridors, laundry, gymnasium, bicycle store, bin store, rear access and any other common areas within the Building provided for the benefit of all Occupiers;
- g. **"Contents"** means the furnishings and effects to be found in the Accommodation as listed in the check in inventory a copy of which is to be provided to the Occupier on moving-in to the Accommodation.
- h. **"Occupation Tariff"** means the License Tariff payable as stated on the Student Portal, in respect of the Occupier's occupation of the Accommodation and which is payable by the Occupier to Study Inn during the Period of License. The Occupation Tariff is payable in advance in accordance with the payment method detailed in the Student Portal and included in the Regulations.
- i. **"Period of License"** means the period granted by this Agreement starting and ending on the dates stated on the Student Portal.
- j. **"Regulations"** means the Residential Regulations attached to this document, as amended from time to time.
- k. **"Student Portal"** means the Student Portal details created on the Study Inn website at the time of the confirmation of the booking.
- l. **"Service Media"** means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or telecom services provided;
- m. **"The Occupier"** means the first occupant AND if applicable the second occupant as entered on the Student Portal. Where there are two Occupiers in the Accommodation, their liabilities, responsibilities and obligations will be joint and several.

## 2.1 The Agreement

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- a. STUDY INN agrees to grant, and the OCCUPIER(S) agrees to take a LICENSE on the terms of this Agreement in respect of the Accommodation for the Period of License.
- b. The weekly Occupation Tariff will remain the same during the Period of License, unless a second occupant is added as an Occupier and a Supplement charge becomes applicable. The total charge will be confirmed upon request to add the second Occupier.

## 3.1 The Occupier(s) agrees

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- a. to book their check in via the Student Portal at least 3 working days before the date of arrival. Failure to do so may result in not being able to check in on the preferred date and in these circumstances no refund of License Tariff will be available.
- b. to pay the Occupation Tariff to Study Inn (or to whosoever Study Inn shall direct) on the dates confirmed in the Student Portal. The Occupier will not set-off any amounts against the Occupation Tariff or any other amounts due to Study Inn. Any person who is not the Occupier and who makes payments due from the Occupier does so as agent of the Occupier
- c. that if payment of the Occupation Tariff or any other money due from the Occupier is late and still outstanding after the 14 days grace period has passed, to pay interest at the rate of 3% above Bank of England's annual percentage rate as shown on the bank of England website, on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgment by a Court). Late payment fee will be charged for each day that the payment is outstanding and shall be compounded monthly.
- d. in the event of outstanding Occupation Tariff dispute(s) between the Occupier and Study Inn as a result of the Occupier not performing the obligations under this Agreement, to pay all legal fees and reasonable compensation claimed by Study Inn, as a result of having to undertake court procedures.
- e. to be bound by all of the terms and conditions set out in this Agreement, the Regulations and the Cancellation Policy, which, by completing the Student Portal and paying part or all of the Occupation Tariff, the Occupier acknowledges having received, read and understood.
- f. the Occupier will not sublet the Accommodation or part with possession or share occupation of the Room or any part of it under any circumstances without the prior written consent of Study Inn.
- g. by reason of the nature of the Agreement and the Regulations the Occupier and/or Occupiers will not have exclusive possession of any part of the Accommodation and will be a Licensee of Study Inn.
- h. that all of the Contents are the exclusive property of Study Inn.
- i. that this Agreement will automatically be terminated at the end of the Period of License and that the Occupier will ensure that the Accommodation is vacated, and all of their belongings removed by the end of the Period of License.
- j. the Occupier may extend this Agreement subject to availability at the time. If / when any extension Period is confirmed by Study Inn and secured by The Occupier, the extension Period will be automatically bound by all of the terms and conditions set out in this Agreement, the Regulations and the Cancellation Policy.
- k. the size, shape and contents of the Accommodation may vary from time to time and rooms shown during viewings and any pictures or plans shown on Study Inn's brochures or website are simply examples of the types of rooms Study Inn offers and Study Inn does not guarantee to provide Accommodation which is identical to those shown during viewings

or in pictures or plans shown on Study Inn's brochures or website. As stated on the Study Inn website, 'the rooms may vary in shape size and layout'.

- l. Study Inn is not obliged to confirm the individual room number in which the Occupier will be residing until the date that the Occupier agrees to take occupation of the room, irrespective of whether this is before or after the start of the Period of License.

## 4.1 It is further agreed that

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- a. the Accommodation will be non-smoking. It is illegal to smoke in non-smoking premises.
- b. the Occupation Tariff is inclusive of electricity and other utility charges consumed at the Accommodation, except that where in Study Inn's sole opinion, the Occupier causes excessive consumption of electricity or other utility charges, Study Inn reserves the right to charge an additional charge to the Occupier and in these circumstances this additional charge will be notified in writing to the Occupier and added to the Occupation Tariff.
- c. Study Inn will undertake cleaning of shared facilities used by the Occupier in the building in which the Accommodation is situated and will undertake laundry of towels on a weekly basis during the Period of License. Study Inn will undertake cleaning of the bedroom Accommodation and laundry of bed linen on a biweekly basis during the Period of License.
- d. The Occupation Tariff does not cover Television Licenses for individual rooms, and should Occupiers wish to watch television in their room, it is the Occupier's responsibility to ensure that they obtain a valid License from the appropriate authority. Study Inn do provide Television Licenses in television rooms in common areas and in the lounges of shared serviced apartments.
- e. if the Occupier wishes to replace an Occupier or add a second occupant to their room at any time after confirming their initial booking for a single occupant, such request will only be considered where;
  - i. the next rental payment has been paid
  - ii. a £50 transfer of the Agreement fee has been paid
  - iii. a Dual-Occupancy Supplement charge has been paid. The total charge will be confirmed upon request to add the second Occupier.
  - iv. the Occupier has given no less than 14 days' notice of the second occupants arrival. Study Inn reserve the right to refuse an occupier change request if in Study Inn's opinion the proposed Occupier is not eligible as per the Regulations.
- f. the Occupier will provide Study Inn with at least 5 days' written notice of the date Occupiers intend to vacate the Accommodation.
- g. If an occupier checks out before the end of the Period of the License but has not requested Study Inn to find a replacement Occupier for the Accommodation, then the Occupier may check back into the Accommodation. If the Occupier has requested Study Inn to find a new occupier and a new Occupier has been contracted to the Accommodation, then the Original Occupier will have no right to check back into the Accommodation.
- h. the Occupier will be responsible for all of the Occupier's obligations under this Agreement and for any damage or loss caused to the Accommodation until the End of the Period of License regardless of whether the Accommodation is vacated before the end of the Period of License.
- i. if the Accommodation is vacated before the end of the Period of License, the Occupation Tariff will remain payable until the end of the Period of the License.
- j. the Occupier will ensure that any post or parcels addressed to Occupiers are not sent to Study Inn after the end of the Period of License.

- k. after the expiry of the Period of License, Study Inn is under no obligation to accept, return, redirect or forward any parcels or letters on the behalf of the Occupier or on behalf of Occupiers and it is the Occupier's responsibility to ensure that post and any expected parcels are sent to the Occupiers correct home address or other forwarding addresses. Should Study Inn incur any costs in accepting, returning, forwarding or re-directing such items, then the Occupier agrees to reimburse such costs to Study Inn. Where any parcels or post addressed to the Occupier arrive after the Occupier has vacated the Accommodation, Study Inn is under no obligation to forward, return, re-direct or accept such items for the Occupier(s).

## 5.1 Alternative Accommodation

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- a. Study Inn reserves the right during the Period of License to move Occupier(s) to alternative accommodation (which may be in a hotel) only for the purpose of carrying out emergency repairs, if the building is unfinished, if the Accommodation or Building is uninhabitable or if it is not possible to gain access to the Accommodation or Building PROVIDED THAT:
  - i. the Occupier is given reasonable notice; and
  - ii. the Occupier or Occupiers allocated to the Accommodation occupy the alternative accommodation on the terms of this Agreement
- b. if the alternative Accommodation is hotel accommodation, such accommodation shall include bedroom, shower facilities, breakfast and Internet connection.

## 6.1 Agreements and Declarations

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- a. It is agreed between Study Inn and the Occupier that this Agreement can be terminated in part or in its entirety by Study Inn on 14 days' written notice, and in such circumstances no Occupation Tariffs or any other payments made under this Agreement shall be refunded to the Occupier, if at any time:
  - i. the whole or any part of the Occupation Tariff shall be unpaid after it becomes due as detailed on the Student Portal (whether legally demanded or not); or
  - ii. there has been a serious breach, serious non-performance or serious non-observance of the Occupier's and/or the Occupiers' obligations under this Agreement or the Residential Regulations; or there are repeated minor breaches, non-performance or non-observance of this Agreement or the Residential Regulations
  - iii. the Occupier becomes insolvent
  - iv. it becomes apparent that the License was granted as a result of a false statement
- b. If the Accommodation/or Building are destroyed or damaged or some other event occurs so as to render the Accommodation/or Building incapable of occupation, then either Study Inn or the Occupier may end this Agreement by giving the other one month's written notice.

## 7.1 Severability

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- a. If any term, condition or provision contained in the Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Agreement shall not be affected.

## 8.1 Notices

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- a. The Occupier is hereby notified that notices (including notices in proceedings) must be served on Study Inn by the Occupier at its registered office Address: 175 Corporation Street, Coventry, CV1 1GU
- b. The address for service of notices on the Occupier is the Occupier's address stated on the Student Portal.

**YOU MUST AGREE TO THE TERMS OF THIS DOCUMENT VIA THE STUDENT PORTAL,  
ON COMPLETION YOU ARE AGREEING YOU HAVE READ AND UNDERSTAND THE  
TERMS UNDER THE LICENSE AGREEMENT, RESIDENTIAL REGULATIONS AND CANCELATION  
POLICY**