

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

THE AGREEMENT IS BETWEEN:

Last Updated

Thursday, March 31,
2022

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
Study Inn (Grace St) Ltd:	Leeds – Brotherton House
Study Inn (Welford Road) Ltd:	Leicester – Reynard House
Study Inn (Triumph Road) Ltd:	Nottingham – Triumph House

YOUR ALLOCATION DETAILS:

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

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

1.1 The Language

The language in this Agreement is necessarily of a legal nature. Wherever possible, "plain English" has been used. There are, however, some words or phrases in this Residential License Agreement 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 in the Agreement.
- 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 in the Agreement, 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 Agreement and included in the Regulations.
- i. **"Period of License"** means the period granted by this Agreement starting and ending on the dates stated in the Agreement.
- j. **"Regulations"** means the Residential Regulations attached to this document, as amended from time to time.
- k. **"Student App"** means the Student App 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 in the Agreement. Where there are two Occupiers in the Accommodation, their liabilities, responsibilities and obligations will be joint and several.

2.1 The Agreement

- 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

- a. to book their check in via the Student App 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 Agreement. 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, which, by signing the Agreement 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 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.
- 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

- a. the Accommodation will be non-smoking. It is illegal to smoke or vape 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 regular 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 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 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

- 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

- 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 in the Agreement (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 there are repeated minor breaches, non-performance or non-observance of this Agreement
 - 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

- 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

- 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 in the Agreement.

9.1 Cancellation Policy

Cancellation will only be valid once Study Inn have received notice by email together with any details required by Study Inn.

9.1.1 In respect of a 'Block Booking'

- a. Cancellations in respect of Block Bookings will only be accepted at the sole discretion of Study Inn.
- b. All payments of License Tariffs due in respect of block bookings will remain payable without refund unless Study Inn confirm otherwise in writing.

9.1.2 In respect of individual room bookings

The initial payment is an Advanced Rent Payment which will be used against rent charges once the Period of License starts.

- a. Up to 10 weeks before commencement of the Period of License:
 - i. The Agreement can be cancelled by the Occupier giving Study Inn written notice of the cancellation.
 - ii. In these circumstances there will be no transfer of the Agreement fee and the amount paid to Study Inn will be returned to the Occupier in full.
- b. Less than 10 weeks before commencement of the Period of License: -
 - i. The current Occupier will have no right to terminate the Agreement, unless a Replacement Occupier can be found to take over the Agreement.
 - ii. The current Occupier is obligated to find the Replacement Occupier.
 - iii. In circumstances where a Replacement Occupier IS NOT FOUND, the current Occupier will not be released from the current Agreement and will remain liable for the full contractual Occupation Tariff.
 - iv. In circumstances where a Replacement Occupier IS FOUND for the Agreement
 - i. the current Occupier will be released from the Agreement with effect from the start date of the new Occupier's Agreement, upon payment of a £50 transfer of the Agreement fee which will be deducted from monies paid to Study Inn.
 - ii. the current Occupier will lose any entitlement to discount offered at the time of the booking and any refund due will be calculated on the basis of liability for the full Occupation Tariff.
 - iii. the current Occupier agrees that Study Inn may employ the services of an Agent to find a Replacement Occupier. If the Replacement Occupier is found by an Agent, the current Occupier will be liable for commission due to the Agent and any refund due will be calculated in the basis of liability for the full Occupation Tariff.

Cancellation due to special circumstances:

- i. The current Occupier will have the right to terminate the Agreement if their VISA has been declined and the Occupier is denied entry into the United Kingdom. The Occupier must give Study Inn written notice of the cancellation and provide proof of the declined VISA. The written notice must be received no later than 14 days prior to the start of the Period of License.

In these circumstances, there will be a £50 transfer of the Agreement fee, which will be deducted from the monies paid to Study Inn. The remainder of the payments made to Study Inn will be returned to the Occupier and the Occupier will be released from the Agreement.
- ii. The current Occupier will have the right to terminate the Agreement if their University application has been declined and the Occupier is denied studying at the university in the United Kingdom. The Occupier must give Study Inn written notice of the cancellation and provide proof of the declined University application. The written notice must be received no later than 14 days prior to the start of the Period of License.

In these circumstances, there will be a £50 transfer of the Agreement fee, which will be deducted from the monies paid to Study Inn. The remainder of the payments made to Study Inn will be returned to the Occupier and the Occupier will be released from the Agreement.

- iii. The current Occupier will have the right to terminate the Agreement if the Occupier is unable to arrive due to travel restrictions imposed by the Government due to the COVID-19 virus. The Occupier must give Study Inn written notice of the cancellation, provide proof of not being able to travel due to the COVID-19 virus and also an official letter from the University confirming that the Occupier will not be enrolled as a student at the University for the new academic year. The written notice must be received no later than 14 days prior to the start of the Period of License. Required quarantine/self-isolation due to the COVID-19 is not considered a travel restriction.

In these circumstances, there will be a £50 transfer of the Agreement fee, which will be deducted from the monies paid to Study Inn. The remainder of the payments made to Study Inn will be returned to the Occupier and the Occupier will be released from the Agreement.

- iv. The current Occupier will have the right to defer the start of the Period of License if the start of the new academic year is delayed. In these circumstances, the start of the Period of License will be deferred to the first day of the month in which the new academic year starts. The Occupier must give Study Inn written notice to move the start of the Period of License and provide proof of the start of the academic year being delayed. The written notice must be received no later than 28 days prior to the start of the Period of License. Required quarantine/self-isolation due to the COVID-19 is not considered as a reason to defer the start of the new academic year.

In these circumstances, the monies paid to Study Inn will remain in place and the length of the Agreement will be adjusted accordingly (the end of the Period of License remains the same). During the period of the delayed occupation, the room will be available to be secured by other Occupiers. Should the desired room type become fully booked, an alternative room type will be offered in the first instance. In the circumstances of an alternative option not being available, the Agreement will be terminated by Study Inn with full credit being processed.

- c. During the Period of the License:
 - i. The current Occupier will have no right to terminate the Agreement, unless a Replacement Occupier can be found to take over the Agreement.
 - ii. The current Occupier is obligated to find the Replacement Occupier.
 - iii. In circumstances where a Replacement Occupier IS NOT FOUND, the current Occupier will not be released from the current Agreement and will remain liable for the full contractual Occupation Tariff.
 - iv. In circumstances where a Replacement Occupier IS FOUND for the Agreement
 - i. the current Occupier will be released from the Agreement with effect from the start date of the new Occupier's Period of License, upon payment of a £50 transfer of the Agreement fee which will be deducted from monies paid to Study Inn.
 - ii. the original Occupier will lose any entitlement to discount offered at the time of the booking and any refund due will be calculated on the basis of liability for the full Occupation Tariff.
 - iii. the current Occupier agrees that Study Inn may employ the services of an Agent to find a Replacement Occupier. If the Replacement Occupier is found by an Agent, the current Occupier will be liable for commission due to the Agent and any refund due will be calculated in the basis of liability for the full Occupation Tariff.
 - iv. high value damages will be dealt with as described in the Residential regulations (10.1).

9.1.3 In respect of any storage Tariff paid

- a. Applicable where storage is in a bedroom.
- b. Only applicable to re-bookers
- c. The booking of storage for current students will be subject to all terms under clause

10.1 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.

10.1.1 General

- a. Where there are two Occupiers sharing the Accommodation, their obligations will be joint and several.
- b. While reasonable safety precautions have been taken in relation to the use of the Gymnasiums and Games Rooms, please note that Occupiers use of the Gymnasiums 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 Gymnasiums or Games Rooms. All Gymnasium and Games Room users are advised to seek medical consultation and clearance before embarking on any exercise programs.

10.1.2 Eligible Occupiers

- a. For security reasons, the Occupier may be asked to provide Study Inn with photographic proof of identity and proof that the Occupier is a Study Inn resident from time to time.
- b. The Occupier will provide Study Inn with documentation to confirm their student status which confirms their exemption from Council Tax.
- c. The Occupier must be of the age of 18 or above to qualify for residence at Study Inn.

10.1.3 Study Inn Rights

- a. Study Inn reserves the following rights over the Accommodation;
 - i. 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.
 - ii. Study Inn will provide a minimum of 24 hours' written notice of the need to enter the Occupier's room, unless of an emergency situation requiring immediate entry.
 - iii. Study Inn will access the Occupier's room to provide housekeeping and bin collection services. The days on which these services take place will be specified to the Occupier in writing at the start of the Period of License.
 - iv. Study Inn shall have access to all common areas at any time without notice.
 - v. The right to remove from the Accommodation any dangerous, unauthorized or prohibited items or appliances at any time with written confirmation. Confiscated items will be stored by Study Inn in a secure storage area on site. 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 License, or at a suitable time they are going home or are given to a friend to take off the premises.
 - vi. If the Occupier does not collect all confiscated items at the end of the Period of License, Study Inn will:
 - (i) Email and call the Occupier informing them that they have left items behind.
 - (ii) Study Inn will store the Occupier's items in a secure storage area for a maximum of 14 days after the end of the Period of License.
 - (iii) After the 14 days have past, and unless alternative arrangements have been made with the Occupier, any items remaining on site will be donated to the British Heart Foundation.
 - vii. The right to carry out regular Cleaning and Servicing and remove any perished food found at the time of cleaning.

- viii. The right to suspend our usual services or close communal spaces at short notice for a period of time under unforeseen circumstances out of Study Inn's control where public health is at risk. Our focus is on the Health and Wellbeing of our Staff and Residents.
- ix. The right to carry out viewings of the Accommodation. Study Inn will provide a minimum of 24 hours' written notice prior to a viewing of the Occupier's room taking place.
- b. The right to carry out maintenance and repair damage.
- c. 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.
- d. Where prior arrangements have been made for access, Study Inn will not be obliged to re-arrange access at the occupier's request.
- e. During periods of access, the Occupier will be entitled to use the common area facilities available within the Accommodation.
- f. In exercising its right of entry to the Accommodation, Study Inn will cause minimum possible inconvenience to the Occupier.

10.1.4 Contact

- a. For the purposes of clear communication, the Occupier should only use the contact details specified by Study Inn.
- b. The Occupier is advised to keep Study Inn's emergency contact details on their person at all times.
- c. The Occupier is requested to report any accident or incident by using the method advised by Study Inn as soon as possible after it occurs.
- d. For the purposes of contacting the Occupier during the Period of License, 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.
- e. The Occupier shall pay any outstanding balances by the due dates.
- f. Should the Occupier fail to pay outstanding balances and Study Inn subsequently terminate the Agreement, Study Inn reserves the right to remove the Occupier's possessions from the room if any have been left within the room.
 - i. Study Inn will email and call the Occupier informing them they have left items behind.
 - ii. Study Inn will store the Occupier's items in a secure storage area for a maximum of 14 days after the end of the Period of License.
 - iii. After the 14 days have past, and unless alternative arrangements have been made with the Occupier, any items remaining on site will be donated to the British Heart Foundation.
- g. 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.
- h. Study Inn may request a meeting with the Occupier if it deems necessary.
- i. 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.
- j. 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.
- k. 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.

10.1.5 Prohibited Activities, Materials and Items

- a. The Occupier will not carry on any profession, trade or business whatsoever in the Accommodation or the Building.
- b. 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.

- c. All illegal drugs and associated paraphernalia are prohibited, in the Accommodation, the Building or near to the Building.
- d. Smoking is illegal and used products of smoking are prohibited in the Accommodation and the Building. If there is damage caused by smoking e.g. nicotine stains, burn marks, the Occupier will be expected to make contribution to cover cost of damaged items.
- e. The Occupier shall not consume alcohol in communal areas of the Building.
- f. 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.
- g. 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.
- h. 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.
- i. 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, 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.
- j. 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.
- k. 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.
- l. 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.
- m. The Occupier shall not erect any external wireless or television aerial or satellite dish on or in the Accommodation or the Building.
- n. The Occupier shall not allow any animal, bird, insect, reptile or any associated paraphernalia to be in the Accommodation or Building.
- o. The Occupier shall not use skate boards, roller skates, roller blades, heeies or anything of this nature in the Accommodation or the Building.
- p. If the Occupier is unsure of whether a specific item is allowed in the Accommodation, the Occupier should request written confirmation from Study Inn.
- q. 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.

10.1.6 Services and Facilities

- a. 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.
- b. 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.
- c. 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 Occupiers shower room.
- d. The Occupier will not keep any items within the room which have been specified in writing by Study Inn as prohibited.

- e. 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.
- f. 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.
- g. 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.
- h. Study Inn's internet services are provided by Glide. Occupiers are bound by the terms of Glide's Acceptable Usage Policy.
- i. Room service can be declined at the Occupiers request, but not on two or more consecutive scheduled room service days.
- j. Occupiers shall share the common facilities and exclusive use is only available by prior arrangement with Study Inn.
- k. If there is no evidence to the contrary, if there is a breach of the Agreement in common areas, it shall be dealt with as if all Occupiers entitled to use the space had committed the said breach. [Only applicable to shared service apartments].
- l. 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.
- m. 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.

10.1.7 Conduct

- a. 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.
- b. The Occupier will not transfer the License 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.
- c. Study Inn will, as a condition to giving its consent to a request to transfer the License, or to add a person to the License agreement, charge the outgoing Occupier a fee of £50 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.
- d. 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.
- e. 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.
- f. The Occupier is advised to complete the Inventory (including the Occupier's room and common areas) in the manner advised by Study Inn within 48 hours of check in and should immediately report to Study Inn, using the method advised 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 License 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 expected to be responsible for any subsequent costs incurred by Study Inn as a result of such breach.
- g. 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.
- h. 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.

- i. The Occupier shall not misuse or tamper with any fire detection, fire exits, alarm systems, CCTV or preventative systems, window restrictors or other equipment.
- j. 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.
- k. The Occupier shall not obstruct any means of access or egress in the Accommodation or the Building.
- l. The Occupier shall not use any lifts when the fire alarms are sounding.
- m. 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.
- n. The Occupier shall comply fully with any fire procedures and fire drills organised by Study Inn.
- o. 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 in so far as is allowable under UK law.
- p. 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.
- q. To safeguard the Occupiers property, the Occupier is advised to ensure that any cash and valuables are not left in the Accommodation.
- r. 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.
- s. 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.
- t. Study Inn will indemnify the Occupier against loss or damage to Occupier's contents during the Period of License where damage or loss in respect of the same occur on Study Inn premises and is the fault of Study Inn:
 - i. The maximum sum which can be claimed by the Occupier will be £200, irrespective of how many items were lost or damaged or the total accumulative value of any such items and shall be subject to such loss or damage being proved to have occurred on Study Inn premises, and to be the fault of Study Inn, to Study Inn's satisfaction.
 - ii. The maximum amount which can be claimed by the Occupier for any single item will be £50 per item.
 - iii. 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.
 - iv. 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.
 - v. 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 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.
 - vi. 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.
- u. The Occupier is required to obtain their own insurance to cover their contents. Such cover must cover the whole Period of License.
- v. 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 License.
- w. The Occupier shall not access areas used solely by Study Inn staff.
- x. 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 Occupier.
- y. In respect of Occupiers mail and parcels, Study Inn will;
 - i. advise the Occupier of the appropriate Address to be used for parcel deliveries.
 - ii. deliver mail to the Occupiers room where possible.

- iii. notify the Occupier of any parcels or post received and being held for them.
- iv. 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 an Occupier who is not listed on Study Inn's register of current Occupiers.
- v. not be responsible for loss or damage of any mail or parcels.
- z. The Occupier will ensure that;
 - i. mail, parcels and deliveries are addressed to them properly.
 - ii. any courier services being used will accept the signature of Study Inn.
 - iii. parcels are collected from Study Inn reception at times notified by Study Inn.
 - iv. all mail and parcels are re-directed to the Occupier's 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.

10.1.8 Visitors

- a. All visitors must be of 18 years or over, the occupier will be responsible for ensuring no visitors under the age of 18 are permitted into the building.
- b. 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.
- c. 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.
- d. Occupiers will not have more than 2 visitors on Study Inn premises at any one time without previously obtaining Study Inn's written consent.
- e. The Occupier will not allow any visitor to stay overnight at Study Inn for more than 48 hours, without first obtaining Study Inn's written consent. If less than 48 hours, any and all guests must sign in & out.
- f. Visitors are not permitted to stay overnight for a duration exceeding 14 consecutive days, including weekends.
- g. 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.
- h. 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.
- i. 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.

10.1.9 Bicycle Storage

- a. 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.
- b. 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.
- c. Persons visiting the Occupier will not be allowed to store any bicycles or any other items on Study Inn Premises.
- d. Any use of any bicycle storage or other storage facility shall be at the Occupier's own risk and the Occupier agrees that Study Inn will not insure bicycles or other stored items and will not be liable for loss or damage.
- e. Any key, key card or fob lent to the Occupier for the purposes of the storage of any item on Study Inn premises shall be treated as part of the room contents. The Occupier agrees to reimburse Study Inn in respect of any work required as a result of the Occupier requiring replacement keys, key cards, or fobs or failing to return these items to Study Inn at the

end of the Period of License. The charge of £10 would apply each time replacement is required or failing to return has occurred.

- f. If the Agreement is terminated for any reason either during or at the end of the Period of License any storage privileges will automatically expire simultaneously with the expiry of the Agreement without refund.

10.1.10 Damage

- a. The Occupier shall request the written consent of Study Inn before moving any of the Contents provided by Study Inn.
- b. 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.
- c. The Occupier shall deliver the Contents, the Accommodation and their key card to Study Inn at the end of the Period of License in the same condition as recorded in the check in inspection minus reasonable wear and tear and by no later than the last day of the Period of License.
- d. The Occupier shall remove his / her own belongings from the Accommodation and the Building at the end of the Period of License or earlier if check out occurs before the end of the Period of License. Study Inn reserves the right to remove the Occupier's possessions from the room if any have been left within the room:
 - i. Study Inn will email and call the Occupier informing them they have left items behind
 - ii. Study Inn will store the Occupier's items in a secure storage area for a maximum of 14 days after the end of the Period of License.
 - iii. After the 14 days have past, and unless alternative arrangements have been made with the Occupier, any items remaining on site will be donated to the British Heart Foundation.
- e. If the Occupier loses or damages his/her key card, the Occupier should report it to Study Inn immediately.
 - i. If there are two Occupiers in the Occupiers room, both Occupiers 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.
 - ii. 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. The cost of £10 would apply each time replacement card is required.
- f. The Occupier shall notify Study Inn in writing immediately of any damage or loss to the Occupier's personal belongings.
- g. Where Study Inn give notice to the Occupier of an inspection of the Accommodation during the Period of License, 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.
- h. 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.
- i. The Occupier will be responsible and therefore expected to make contribution towards any loss or damage caused by the Occupier or their visitors.
- j. The Occupier will be expected to pay any charges due to Study Inn within 14 days of being notified of such charges.
- k. 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 Tariff 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.

10.1.11 Advanced Rent Payment

- a. At any time before 1st August, a potential occupier can pay to Study Inn a £200 payment (the 'Advanced Rent Payment').
- b. Upon receipt of the Advanced Rent Payment and signing of the Agreement, Study Inn will reserve a room for the potential occupier for as long as there are rooms available.
- c. For the avoidance of doubt, firm bookings will take precedence over bookings with signed Agreement but with incomplete Advanced Rent Payment and as availability of rooms reduces, potential occupiers who have signed the Agreement will be notified by Study Inn (by email to the email address provided to Study Inn) and given the opportunity to confirm their bookings by making an Advanced Rent Payment.
- d. If the potential occupier completes the Advanced Rent Payment whilst rooms are still available, this will be converted to a firm booking. If the booking is not converted to a firm booking, then Study Inn will terminate the Agreement with an immediate effect. This will be confirmed by Study Inn in writing.

10.1.12 Damages and Repairs

- a. 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 License start date unless the Occupier informs Study Inn of any defects in the condition and repair or missing items within 48 hours of moving in, by using the method advised by Study Inn.
- b. 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 License start date.
- c. The Occupier will maintain the Contents in at least as good repair and condition as they were in on the Period of License start date, except for fair wear and tear.
- d. The Occupier will not remove any of the Contents from the Accommodation.
- e. 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.
- f. The Occupier will be expected to make contribution as determined by Study Inn, towards the costs incurred by Study Inn in making good loss or damage, accidental or not, to the Accommodation and the Building and/or in replacing or repairing any high value fixtures or fittings.
- g. 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. Unless Study Inn can determine the specific person(s) responsible for the damage, the cost of repairing any damage shall be apportioned as if all the Occupiers entitled to use the Common Parts caused the damage and as if all the Occupiers entitled to use the Building caused the damage to the Building.
- h. 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, time, as well as the cost of all labour and materials (No details of Study Inn's contractors will be provided).
- i. Violent behavior causing loss or damage shall be treated as a serious breach of the License Agreement which may lead to termination as per section 6.1 of the Agreement. The Occupier will be expected to pay a fair and reasonable proportion, as determined by Study Inn, of the costs incurred to Study Inn.
- j. During the Period of License and at the end of the Period of License, the Occupier will be given the opportunity to attend inspections with a representative of Study Inn. Such 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 License if they wish to attend. The Occupiers signed acceptance of the results of the inspection will be binding.

- k. Once a checkout inspection has been completed the Occupier shall not return to the room or the checkout inspection will be deemed to be invalid. The re-inspection of the room will need to take place and the Occupier will be charged for any loss, damage, replacement of items etc. identified in the final inspection.
- l. 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, Study Inn will proceed according to the findings of the Study Inn representative at the final inspection. Photographic evidence of damage may be used by Study Inn to verify the findings of the inspections.