

## GradPad Accommodation Licence

**Please Note:** This agreement is an accommodation licence agreement (**Licence**) and when accepted by you, you will be agreeing to pay the relevant accommodation fees in full and to abide by the terms and conditions set out in this Licence for the period of the Licence (**Period of Residence**). You should therefore read the terms and conditions of this Licence carefully before signing this Licence.

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Your attention is drawn in particular to the parts relating to additional charges you can be asked to pay (see clauses 3, 4, 8.11, 10, 11-17, 19), and to the terms on which you might be required to leave the accommodation early (see clause 18).

## Terms and Conditions

Date #CurrentDate#

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(1) Imperial College of Science, Technology and Medicine (trading as GradPad) a body corporate incorporated by Royal Charter whose address is Faculty Building, Exhibition Road, London SW7 2AZ (**GradPad**)

(2) Student Name :       #FName# #SName#

of :

Home Tel No :       #AppHomeTel#  
Mobile Tel No :     #AppMobileTel#  
Email Address :     #AppEmail#  
DOB:                #AppDOB#  
Attending :         #University#  
(Licensee)

Please note: A UK resident Guarantor will be required in circumstances where the Licensee wishes to pay the Licence Fee in instalments. Please see clauses 1.11.2 and 4.1 below.

(3) Guarantor Name : #GFirstName# #GSurname#

of :

Home Tel No : #GTelephone#  
Email Address : #GEmailAddress#  
NI Number : #GNINumber#  
**(Guarantor)**

It is agreed as follows:

## **1 The Licence**

1.1 This is a Licence for continuous accommodation between #CommencementDate# (“**Period of Residence Start Date**”) to #TerminationDate# (“**Period of Residence End Date**”), which (subject to early termination in accordance with this Licence) together constitute the **Period of Residence**:

Licence Fee: #Charges#

### **Definitions**

1.2 The **Residence** is GradPad's building at #Complex# #ComplexAddress# and the expression **Residence** is used in this Licence to refer to the Residence and/or any other building to which the Licensee may be required to move as specified in clause 1.8 below (as appropriate).

- 1.3 Please note that this Licence is for a #RoomType# room/studio at the Residence, rather than for a specific room in a specific block or on a specific floor. The expression **Accommodation** is used in this Licence to refer to the room/studio which is allocated to the Licensee under the terms of this Licence.
- 1.4 The licence fee which must be paid by the Licensee in accordance with the terms of this Licence for the whole of the Period of Residence, as detailed in clause 1.1 (**Licence Fee**).
- 1.5 The expression **Communal Areas** means areas within the Residence (including by way of example any footpaths, driveways, outside space, lounges, break out areas, private courtyards, quiet study rooms, gyms, laundry facilities and secure bicycle storage (if any) the use of which may be designated as communal areas by GradPad from time to time.

### **Licence**

- 1.6 Subject to the terms of this Licence, GradPad grants the Licensee a licence to occupy the Accommodation for personal living for the Period of Residence in common with GradPad and all others authorised by GradPad (so far as are not inconsistent with the rights given to the Licensee to use the property for residential use), together with the right to use the Communal Areas for the purpose of access to and egress from the Residence and as shall be designated by GradPad.
- 1.7 The Licensee acknowledges that:
- 1.7.1 the Licensee shall occupy the Residence as a licensee and that no relationship of landlord and tenant is created between GradPad and the Licensee by this Licence;
  - 1.7.2 GradPad retains control, possession and management of the Residence and the Licensee has no right to exclude GradPad from the Residence;
  - 1.7.3 The Licence to occupy granted by this Licence is personal to the Licensee and is not assignable and the rights given in clause 1.6 may only be exercised by the Licensee.

- 1.8 GradPad reserves the right to vary the Accommodation allocated to the Licensee under this Licence for the purposes of good management of its accommodation and the Licensee will comply with such requirement. If the Licensee is required to move during the Period of Residence, GradPad will take all reasonable steps to ensure that alternative accommodation of a similar standard to the Accommodation is allocated within the same Residence. However, in exceptional circumstances (for example, where there is a leak or heating issues) you may be required to move to accommodation of a different standard and/or in a different Residence.
- 1.9 Subject to clauses 3 and 4 below, by signing this Licence the Licensee creates a legally binding licence agreement and agrees to pay the Licence Fee for the full Period of Residence and to abide by the terms and conditions of the Licence and any further rules and regulations made by or on behalf of GradPad and communicated to the Licensee from time to time.

### **Contact**

- 1.10 GradPad uses agents and a facilities management company in order to administer and manage student licences and its residences effectively. Current details are as follows:

#### **CRM Students Limited (Agents)**

CRM Students Limited

Hanborough House

5 Wallbrook Court

North Hinksey Lane

Oxford

OX2 0QS

Tel: 0203 4895 853

#### **University Partnerships Programme Ltd (UPP) (Management Company)**

40 Gracechurch Street

London

EC3V 0BT

Tel: 020 7398 7200

Any changes to the identity of the Agents or Management Company will be notified to the Licensee from time to time.

All communications with GradPad should be made through the Agents or Management Company as follows:

- all communications regarding the Licence, payment of the Licence Fee and the Holding Deposit/Tenancy Deposit should be made through the Agents via email at [info@gradpadlondon.com](mailto:info@gradpadlondon.com) or via telephone at +44(0)2034895853
- all other communications regarding the Accommodation, maintenance and repairs, parcels and post after the Licensee checks into the Residence should be made through the Management Company at Reception Woodlane <[reception.woodlane@upp-ltd.com](mailto:reception.woodlane@upp-ltd.com)> or +44(0)2087461423 for Wood Lane Studios and at Reception Griffon [reception.griffon@upp-ltd.com](mailto:reception.griffon@upp-ltd.com) or +44(0)2079243200 for Griffon Studios

#### 1.11 Process for Completion of this Licence:

- 1.11.1 In order to reserve the Accommodation, the Licensee must pay a £200 holding deposit (the **Holding Deposit**) to GradPad in accordance with the instructions given online upon completion of the online reservation of accommodation form (**Reservation Form**).
- 1.11.2 As set out on page 1 of this Licence, if the Licensee wishes to pay the Licence Fee by instalments (see clause 4.1) a UK based guarantor will be required. GradPad will send an online application form and a copy of this Licence to the Guarantor named in the Reservation Form. The Guarantor must be a British National or a permanent UK resident in full-time employment for a minimum of 3 years. They will be asked to submit supporting documentation confirming their status. If the Licensee does not have a Guarantor that is resident in the UK, the Licensee will not be able to pay in instalments;
- 1.11.3 Upon receipt of an offer of accommodation from GradPad, the Licensee and the Guarantor (where applicable) shall complete the online application forms sent to the Licensee and the Guarantor by GradPad together with this Licence and upload all necessary documents specified in the online application forms;

- 1.11.4 The Licensee and the Guarantor (where applicable) shall each electronically sign and complete this Licence;
- 1.11.5 If the Licensee does not have a UK resident Guarantor, the Licensee must pay the Licence Fee to GradPad in full in accordance with Clause 1.1 and the instructions given online;
- 1.11.6 If the Period of Residence Start Date of the Licence is less than 30 days from the date on which the Licence is completed in accordance with clause 1.11.7 and this Licence is for a period of 12-51 weeks the Licensee will be expected to pay the Licence Fee in full within 48 hours of receiving the confirmation of tenancy (Offer of Accommodation) email from the Agent (see clause 1.11.7 below) or less depending on the Residence Start Date of the Licence and will be expected to follow any reasonable instructions issued by the Agent;
- 1.11.7 Subject to the provisions of this clause 1.11.7, the Agent shall, on receipt of the completed online application and the required items listed in the online application and payment of the Holding Deposit, confirm the Licence's completion via email ('Booking Complete') to the Licensee (at which point this Licence becomes legally binding on the Licensee, the Guarantor and GradPad). Without prejudice to clause 1.11.6, the first payment must be completed prior to the first date for payment set out in clause 1.1 (**First Payment Date**).

## **1.12 Holding and Tenancy Deposits**

- 1.12.1 When, in accordance with clause 1.11.7, the Licence becomes legally binding, the Holding Deposit will be applied instead towards a tenancy deposit (the Tenancy Deposit) which shall be held as security for the performance of any obligation of the Licensee, or the discharge of any liability of the Licensee, arising under or in connection with the Licence.
- 1.12.2 The Holding Deposit and Tenancy Deposit will be held by GradPad as stakeholder and the Licensee shall not set off the Holding Deposit or Tenancy Deposit against any liabilities arising under the terms of this Licence. GradPad undertakes to hold the Holding Deposit and Tenancy Deposit in accordance with, and subject to, the terms of this Licence.

1.12.3 The Licensee authorises GradPad to withdraw from the Tenancy Deposit the amount (including if necessary accrued charges)

(a) required to discharge, in whole or in part any liability of the Licensee arising under or in connection with the Licence if GradPad has not received payment within 5 days other than a Saturday, Sunday or a public holiday (a **Working Day**) of the due date for payment of such sums. Such sums due may include without limitation the whole or any part of the Licence Fee, outgoings, interest, and other payments payable to or recoverable by GradPad under the Licence, whether or not formally demanded; and

(b) any sums due in connection with any claims, demands, damages, losses, costs and expenses arising out of, or incidental to, in connection with a breach by the Licensee of the covenants and conditions of this Licence or the enforcement of the obligations of the Licensee under this Licence.

1.12.4 GradPad shall give the Licensee and the Guarantor notice of any withdrawal made from the Tenancy Deposit specifying the amount withdrawn, the reason for the withdrawal and the date on which the withdrawal was made. Within 5 Working Days of receipt of notice of a withdrawal by GradPad (and notwithstanding any dispute of any kind whatsoever as to any withdrawal from the Tenancy Deposit by GradPad) the Licensee shall pay to GradPad such sums as may be necessary to ensure that the Tenancy Deposit is not less than £200 for a period exceeding 5 working days.

1.12.5 The repayment of the Holding Deposit is governed by clauses 16.3 to 16.5.

**Please note:**

1.13 The Licensee shall move into the Accommodation between 09.00 and 18.00 hours on the Period of Residence Start Date unless otherwise stated in the Welcome Letter sent to Licensee prior to official check-in date. If this is not possible then the Licensee must contact the Management Company in advance in writing to request alternative arrangements:

Wood Lane Studios - Reception Woodlane [reception.woodlane@upp-ltd.com](mailto:reception.woodlane@upp-ltd.com)

Griffon Studios - Reception Griffon [reception.griffon@upp-ltd.com](mailto:reception.griffon@upp-ltd.com)

1.14 It is a condition of this Licence that the Licensee must at all times during the Period of Residence attend a university in London as a full-time registered postgraduate student. If the Licensee ceases to comply with this condition GradPad shall terminate this Licence in

accordance with clause 18. The Licensee must immediately notify GradPad in writing if it ceases to comply with the conditions of this clause 1.14.

## **2 The Guarantor**

2.1 By signing this Licence, the Guarantor requests that GradPad grants the Licensee the right to occupy the Accommodation.

2.2 In consideration of GradPad granting the Licensee the right to occupy the Accommodation on the terms set out in this Licence, the Guarantor guarantees to GradPad as follows:

2.2.1 that the Licensee shall pay the Licence Fee in accordance with the terms of this Licence and observe and perform the terms of this Licence and that if the Licensee fails to pay the Licence Fee or to observe or perform any of the terms of this Licence, the Guarantor shall pay or observe and perform them; and

2.2.2 to indemnify GradPad against any failure by the Licensee to pay the Licence Fee or to observe or perform any of the terms of this Licence.

2.3 The liability of the Guarantor under clause 2.2 shall continue until the Licence comes to an end and the Licensee is released from the terms of this Licence.

2.4 The liability of the Guarantor shall not be affected by:

2.4.1 Any waiver granted by GradPad to the Licensee; or

2.4.1 Any delay or forbearance by GradPad in enforcing the payment of the Licence Fee or the observance or performance of any of the terms of this Licence or in making any demand in respect of them; or

2.4.2 GradPad exercising any right or remedy against the Licensee for any failure to pay the Licence Fee or to observe or perform the terms of this Licence; or

2.4.3 GradPad taking any action or refraining from taking any action in connection with the Tenancy Deposit; or

2.4.4 The Licensee dying or becoming incapable of managing its affairs.

### **3 Additional rights of cancellation prior to and after the Licensee completes the Licence**

3.1 If the Licensee informs the Agents in writing within 10 Days from the day the Licensee receives an Offer of Accommodation (email)\_and before the Licensee completes the Licence that it wishes to cancel the Licence, the Offer of Accommodation shall automatically come to an end and GradPad shall return the Holding Deposit.

3.2 If the Licensee informs the Agents in writing after the expiry of the 10 Day period referred to in clause 3.1 above but before the Licensee completes the Licence that it does not wish to enter into the Licence, the Offer of Accommodation shall automatically come to an end and GradPad shall retain the Holding Deposit.

3.3 If the Licensee completes the Licence but the Licensee informs the Agents 30 or fewer days prior to the Start Date of the Period of Residence that it wishes to cancel the Licence, the College shall retain the Tenancy Deposit but shall refund any Licence Fee paid.

3.4 If the Licensee completes the Licence and submits this in accordance with clause 1.11 after the Start Date of the Period of Residence, the Tenancy Deposit will be refunded within the period of 7 days beginning with the start date of the Licence (subject to any deductions under clause 1.12.3) but the Licensee will remain responsible for the full Licence Fee payment stated in Clause 1.1.

3.5 If the Licensee receives notice from a competent authority that it has not been offered a full-time postgraduate place on a course of study at a university in London, or has not been granted a visa entitling it to enter and remain in the United Kingdom as a student, and notifies GradPad of this decision (enclosing a copy of such notice) prior to the Licensee completing the Licence, then the Offer of Accommodation shall automatically come to an end and GradPad shall return the Holding Deposit.

3.6 For the avoidance of doubt, if the Licensee wishes to cancel this Licence then clause 17 shall also apply.

## 4 Licence Fee and Invoicing

- 4.1 If the Licensee does not have a UK resident Guarantor, the Licensee must pay the Licence Fee in full in accordance with clause 1.11.5. In cases where the Licensee has opted to pay in instalments, and the Licensee has a UK resident Guarantor, the Licence Fee will be payable in four instalments. Where requested by the Licensee, invoices will be issued by the Agents to the Licensee prior to the start of each Licence Period and the Licensee agrees to pay the Licence Fee in accordance with the dates set out in clause 1.1 whether demanded or not, without any deductions or set-off. Subject to clause 1.11.6, the date on which the Licence Fee, or (where the Licence Fee is payable in instalments) the first instalment of the Licence Fee, becomes due (“**First Payment Date**”) shall be 30 days before the Period of Residence Start Date.
- 4.2 Where it has been agreed that the Licensee will take up residence part way through a Licence Period, the Licensee will be invoiced for the remainder of that Licence Period and for each subsequent Licence Period during the Period of Residence.
- 4.3 Should the Licensee not pay the Licence Fee or any other sums due under the terms of this Licence and without prejudice to clause 18 below, GradPad may take all necessary legal action to recover the debts and the cost of doing so may be passed on to the Licensee.
- 4.4 It is imperative that, should the Licensee anticipate having any problems with payment of the Licence Fee or any other sums under this Licence, he or she must contact the Agents as soon as possible to discuss their options.
- 4.5 The following charges are included in the Licence Fee:
- 4.2.1 gas and electricity, water rates and sewerage utility services (subject to reasonable and normal residential use. GradPad reserves the right to recharge the Licensee where such use is in excess of reasonable and normal residential use); and
  - 4.2.2 a connection for access to the internet (subject to reasonable usage).

## **5 Inventory**

- 5.1 On the Period of Residence Start Date the Licensee will receive an inventory of the fittings, furniture and other contents within the Accommodation (**Inventory**). The Inventory should be checked and signed by the Licensee and returned to the Management Company (reception desk) within 3 Working Days of arrival so that GradPad can be notified of any discrepancies or of any concerns regarding the state and condition of the Accommodation. The Licensee should retain a copy of the Inventory for its records.
- 5.2 If the signed Inventory is not returned to the Management Company within 3 Working Days of the Licensee's arrival at the Residence then the Licensee shall be deemed to have approved the Inventory.
- 5.3 The Licensee is not allowed to remove any of the furniture or fittings provided (whether or not listed in the Inventory) from the Accommodation or the Residence which remain property of GradPad.

## **6 Cleaning**

- 6.1 The Licensee is responsible for keeping the Residence in a clean and tidy state.
- 6.2 Notwithstanding clause 6.1 GradPad will make such arrangements from time to time as it (in its direction) deems reasonable to clean the Accommodation.
- 6.3 Please note that to the extent that any cleaning services are provided in your hall such cleaning services will be reduced during the Christmas and Easter vacation periods and on public holidays.

## **7 Use of Accommodation**

The Licensee agrees:

- 7.1 to use the Accommodation for personal living and not for business or any other use;
- 7.2 not to keep pets or other animals in the Accommodation;
- 7.3 not to use the Accommodation for any immoral or illegal purpose, including (but not limited to) use and possession of prohibited drugs. If the Licensee is found to be acting in such a manner the Licensee's actions will be seen as a serious disciplinary offence. Any illegal act of the Licensee will be referred to the police and may result in termination of this Licence by GradPad;
- 7.4 not to do or permit to be done in the Residence anything which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to GradPad, tenants or occupiers of the Residence or any owner of any neighbouring property, and not to cause or permit to be caused any damage to the Residence or any neighbouring property or any property of the owners or occupiers of the Residence or any neighbouring property;
- 7.5 not to sub-license the Accommodation or to allow any guests to stay in the Accommodation when the Licensee is not present. Sub-licensing will be treated as a serious breach of the terms of this Licence and will give GradPad the option to terminate Licence;
- 7.6 to keep the Accommodation clean, tidy and clear of rubbish and not to make any alteration or addition whatsoever to the Accommodation or the Residence;
- 7.7 to leave the Residence in a clean (to a professional standard) and tidy condition at the end of the Period of Residence in no worse a state of repair and condition than it was in at the start of the Period of Residence as evidenced by the Inventory, fair wear and tear excepted, and to remove the Licensee's furniture equipment and goods from the Residence at the end of the Period of Residence;
- 7.8 not to obstruct the Communal Areas, make them dirty or untidy or leave any rubbish on them;
- 7.9 not to apply for planning permission in respect of the Residence;
- 7.10 not to do anything which will or might vitiate in whole or part any insurance effected by GradPad in respect of the Residence from time to time;

7.11 to indemnify GradPad and keep GradPad indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

7.11.1 this Licence;

7.11.2 any breach of the Licensee's undertakings contained in this clause 7; and/or

7.11.3 the exercise of any rights given to GradPad under this Licence.

7.12 If the Accommodation is a Premium Studio, to comply with the following conditions

in relation to cohabiting partners:

7.12.1 to be eligible to reside in the Accommodation, the Licensee's partner must have a full time student status during their stay in the Accommodation; if the Licensee's partner does not have such status he/she will be not allowed to move into the Accommodation;

7.12.2 subject to clause 7.12.1, if at the date of completion of this Licence the Licensee wishes to share the Accommodation with his/her partner then he/she shall inform the Agents in writing of the personal details and documents of the partner before the First Payment Date (defined in clause 4.1)

7.12.3 if between the date of completion of this Licence and the (First Payment Date the Licensee decides that he/she wishes to share the Accommodation with his/her partner then he/she shall make a written application to the Agent;

7.12.4 if the Licensee submits the application to share with his/her partner after the First Payment Date then he/she shall make the request in writing to the Agent and shall furnish any information and documents requested by the Agent in connection with this application as well as a non-refundable administrative charge of £25 (£50 if such application to share is made after Period of Residence Start Date) or GradPad's reasonable costs in respect of the variation (whichever is greater).

7.12.5 if the Licensee has been authorised to share the Accommodation with a partner pursuant to clause 7.12.2, 7.12.3 or 7.12.4 but subsequently wishes to seek consent to share the Accommodation with a new partner then he/she shall comply with clause 7.12.4 in respect of the new partner but may only make one such request under this clause 7.12.5 during the Period of Residence;

7.12.6 in applying for consent under this clause 7.12 the Licensee must give the Agent the following information about his/her partner:

- (a) full name;
- (b) date of birth;
- (c) contact details; and
- (d) name and contact details for next of kin;
- (e) university & course details;
- (f) profile photograph
- (g) passport copy
- (h) proof of address from the last 3 months
- (i) proof of full-time student status
- (j) UK student visa where applicable

7.12.7 if the Agent grants consent to any request under this clause then on the date agreed between the Agent and the Licensee the Licensee shall present his/her partner to the Management Company at reception who shall give the partner a key fob and the partner shall sign a form agreeing to abide by the terms of this Licence.

7.12.8 in the event of a change in the full-time student status of their partner while in occupation of the Accommodation, the Licensee shall be responsible for notifying the Agent of such change (in writing) and will procure that the partner vacate the Accommodation in accordance with the applicable provisions in Clause 16 of this Licence.

## 8 Rules

The Licensee agrees to comply with all instructions given by GradPad, the Agents or the Management Company in respect of the use of the Accommodation including those contained in the residents handbook available online at [www.gradpadlondon.com](http://www.gradpadlondon.com) and in hard copy in the Accommodation (the **Residents' Handbook**) and in addition but without limitation:

- 8.1 The Licensee must observe all fire safety and evacuation and health & safety procedures in operation within the Residence.
- 8.2 The Licensee must not use fire exits except in the event of an emergency.

- 8.3 The Licensee must not compromise the safety of themselves or others (e.g. never prop open fire doors), tamper with fire safety equipment (which is a criminal offence), remove or disable window restrictors, throw or let objects fall from the Accommodation or the Residence or enter prohibited areas of the Residence.
- 8.4 Before the Licensee uses any gym at the Residence it must complete sign and return to the Management Company (at Reception Desk of the Residence) an induction form confirming that it is able to use all the equipment safely. Access to the gym facility will not be enabled until the form has been returned to the Management Company.
- 8.5 The Licensee must not cause a nuisance to others and in particular must avoid making excessive noise (e.g. playing musical instruments, music systems or amplified instruments loudly, shouting etc.) at any time. Between 23.00 and 07.00 hours, no noise whatsoever should be audible outside the Accommodation.
- 8.6 The Licensee must respect the rights and needs of fellow residents and the neighbours.
- 8.7 The Licensee must not use drawing pins or blu-tack on the walls of the Accommodation or the Residence. The Licensee will be charged if any damage is caused to any walls.
- 8.8 The Licensee must not allow anyone other than a fellow resident or a guest permitted in accordance with clause 12 to enter the buildings at the Residence and must not leave any external doors open.
- 8.9 The Licensee must not smoke anywhere inside the buildings at the Residence. Smoking is only allowed in authorised areas as detailed in the Residents' Handbook.
- 8.10 The Licensee acknowledges and agrees that:
- 8.10.1 firearms and weapons (including swords, air guns and air pistols) are strictly forbidden in the Accommodation and at the Residence.

- 8.10.2 bicycles and motorcycles must not be stored anywhere inside the Accommodation or at the Residence except for in any area expressly designated for such storage from time to time by or on behalf of GradPad.
- 8.10.3 cycling, rollerblading and ball games are not permitted inside the Accommodation or at the Residence.
- 8.11 Failure to comply with the rules and regulations as set out in clauses 7.1 to 7.12, 8.1 to 8.10, 9.1 and 9.2, 10.1.1, 12, 20.1 and those detailed in the Resident's Handbook (the "**Rules and Regulations**") will result in the following disciplinary procedures.
- 8.11.1 Breach of a Rule and Regulation (not covered by under clause 8.11.2) shall be deemed a general disciplinary offence and will result in the following:
- (a) 1<sup>st</sup> occurrence – written warning
- (b) 2<sup>nd</sup> occurrence – this will be treated as a material breach of this Licence and GradPad will be entitled to terminate this Licence as per clause 18.1.
- 8.11.2 Breach of Clause 7.3 (use of Accommodation for immoral or illegal purpose), 7.5 (illegal sublet), 8.1, 8.2, 8.3 (breach of Health & Safety regulations), 8.8 (illegal co-tenant, unauthorised guests) or 8.9 (smoking) shall be deemed a material breach of the terms and conditions of this Licence and GradPad will be entitled to terminate this Licence as per clause 18.1.1.
- 8.12 Notwithstanding clauses 8.11.1 and 8.11.2, in the event the Licensee commits any criminal offence or any violation of laws and regulations of England and Wales, the Licensee will be deemed to have committed a material breach of the terms and conditions of this Licence and GradPad will be entitled to terminate this Licence as per clause 18.1.1.

## 9 Electricity

- 9.1 The Licensee will not keep or use any paraffin heater, liquefied petroleum gas heater or portable gas heater in the Accommodation or at the Residence.
  
- 9.2 The Licensee agrees to use all electrical appliances carefully, including without limitation:
  - 9.2.1 not to wire more than one appliance into one electrical plug;
  
  - 9.2.2 not to plug electrical appliances into light fittings;
  
  - 9.2.3 not to use multiple adaptors in a single socket;
  
  - 9.2.4 only to plug electric shavers into the transformer sockets;
  
  - 9.2.5 only to use purpose made leads with electric kettles;
  
  - 9.2.6 not to use electrical extension leads;
  
  - 9.2.7 not to interfere with the electrical distribution boards in the Accommodation or at the Residence or attempt to replace blown fuses;
  
  - 9.2.8 not to put nails into any of the walls;
  
  - 9.2.9 never to remove light bulbs from their fittings (other than in respect of the Licensee's personal equipment);
  
  - 9.2.10 not to make any alteration to the mains or telephone wiring in the Accommodation or at the Residence or, without GradPad's prior written consent, to install any radio or television aerial or other wiring or make any attachment to the Accommodation or Residence in connection therewith.

- 9.3 The Management Company will arrange for portable equipment provided at the Residence to be tested annually. The Licensee's personal equipment will not be routinely tested and the Licensee is therefore responsible for checking it to ensure that it is safe to use at the Residence and in the Accommodation. The Licensee will, if requested to do so, provide full details of any personal equipment including manufacturer, type of equipment, loading and confirmation that it complies with relevant standards.
- 9.4 GradPad reserves the right to refuse permission for the use of particular electrical items.

## **10 Defects and Damage**

### **10.1 The Licensee agrees:**

10.1.1 to immediately report to the Management Company any defects arising in the Accommodation or any damage caused to the Accommodation or the Residence by the Licensee or its guests. Failure to report defects immediately may result in a disciplinary procedure in accordance with clause 8.11; and

10.1.2 to accept full financial liability for any loss or damage the Licensee or its guests may cause to the Accommodation or the Residence including any cleaning costs.

## **11 Keys and Access**

11.1 The Licensee agrees to return any swipe cards or key fobs issued in respect of the Residence when it vacates the Accommodation. If the Licensee loses swipe cards or key fobs during the Period of Residence or fails to return any swipe cards or key fobs at the end or sooner expiry of the Licence, it will be liable for the cost of obtaining replacements or, if reasonably necessary, the cost of changing locks (including labour charges).

11.2 The Licensee will allow GradPad, the Agents, the Management Company and all others authorised by them with any necessary contractors and workmen to enter the Accommodation at all reasonable times upon 24 hours' prior written notice, or in the event of emergency at any time without notice, causing as little inconvenience to the Licensee as reasonably practicable, in order to view the state and condition of the Accommodation or for any other reasonable purpose including to ascertain whether the Licensee is complying with the terms of this Licence. For the avoidance of doubt, such inspections will be carried out at least 3 times during the Period of Residence.

11.3 If such an inspection leads GradPad to conclude that the Licensee has breached the terms of this Licence then GradPad shall in its absolute discretion either:

11.3.1 give the Licensee written notice requiring it to remedy any breach or non-performance of any of its covenants or conditions in this Licence within such reasonable timescale as shall be set out in the notice. Without prejudice to any other remedies available to GradPad, if the Licensee fails within that timescale to comply with any such notice then GradPad may (but shall not be obliged to) enter and remain upon the Accommodation (with or without agents, workmen and with all necessary tools and appliances) and remedy the relevant breach or non performance at the Licensee's cost; or

11.3.2 enter and remain upon the Accommodation (with or without agents, workmen and with all necessary tools and appliances) and remedy the relevant breach or non performance at the Licensee's cost.

## 12 Guest Policies

GradPad residences are designed to be exclusive, postgraduate-only communities, and therefore the following guest policies have been put in place for the comfort of all residents who share this living space:

12.1 It is the responsibility of the Licensee to ensure that its guests fully understand all rules and regulations of the Accommodation, and the Licensee accepts full responsibility for the actions and behaviour of its guests.

12.2 Subject to clauses 20.1 and 20.3, GradPad is not responsible for the Licensee's guests and assumes no liability for them or their possessions while they are in the Residence. The Licensee's guests must not leave their possessions unattended at any time whilst in the Residence.

12.3 This clause 12.3 applies to guests at the Residence and/or Accommodation between 08.00 hours and 23.00 hours (**Daytime Guests**).

12.3.1 The Licensee may host up to 3 Daytime Guests at any one time.

- 12.3.2 In the interests of maintaining a postgraduate-only environment, Daytime Guests who are under 7 years of age may remain on the premises for a maximum of 2 hours out of any 24 hour period.
- 12.3.3 The Licensee must present all Daytime Guests to reception on arrival, and assist in the process of signing them in.
- 12.3.4 A Daytime Guest who is still in the Residence after 23.00 hours shall be deemed to become an Overnight Guest and clause 12.4 shall apply.
- 12.4 This clause 12.4 applies to guests at the Residence and/or Accommodation between 23.00 and 08.00 hours (**Overnight Guests**).
- 12.4.1 The Licensee may host up to 2 Overnight Guests at any one time.
- 12.4.2 An Overnight Guest must be at least 18 years old.
- 12.4.3 The Licensee must present all Overnight Guests to reception on arrival (or by 23.00 hours if clause 12.3.4 applies), and assist in the process of signing them in, which shall include the provision of photographic ID including proof of age, such as a passport or driver's licence.
- 12.4.4 The following restrictions apply to Overnight Guests:
- (a) The Licensee may host no more than 2 Overnight Guests per night.
  - (b) The Licensee is permitted to host one or two Overnight Guests for a maximum of 14 nights per calendar month whether these nights are consecutive or not.

- 12.5 The Management Company reserves the absolute right to refuse admission to the Residence to any guest and/or to require any guest to leave. The Licensee must ensure that any of its guests leave immediately upon a request made by or on behalf of the Management Company.

### **13 Room Changes**

- 13.1 GradPad reserves the right to require the Licensee to change room/studio in line with clause 1.8 above.
- 13.2 If the Licensee wishes to change room/studio within the Residence then it should submit a written request to the Agent. If written agreement is given by or behalf of GradPad to this change then the Licensee will pay GradPad a non-refundable administrative charge of £50 within 2 weeks of the date agreement is given.

### **14 Late Payment of the Licence Fee and other Charges**

- 14.1 The following procedures will be implemented where payments of the Licence Fee or other sums payable by the Licensee remain unpaid after they become due:
- 14.1.1 *More than 5 Working Days overdue on consecutive payment dates:* The licensee will be required to pay the remaining balance of the total Licence Fee within 5 Working Days of the second missed payment date;
- 14.1.2 If the outstanding Licence Fee has not been paid in line with 14.1.1 GradPad will request the balance of the outstanding payment from the Guarantor (if applicable);
- 14.1.3 Professional cleaners will be engaged where cleaning does not meet the standards required by the College and you will be charged for the costs of engaging such professional cleaners which will be deducted from the Licensee's Tenancy Deposit;
- 14.1.4 Novation of the Licence to a Replacement Licensee (as defined in clause 17.2) will be subject to a non-refundable administration fee of £50 where the

Replacement Licensee was sourced by the Agent (£20 where sourced by the original Licensee) which the Licensee will be charged for separately.

- 14.2 Where a Licence Fee payment is more than 14 days overdue, the College is entitled to levy interest by applying, in relation to each day after the due date for which the Licence Fee payment remains unpaid, an annual percentage rate of 3% above the Bank of England base rate to the amount of Licence Fee that remains unpaid at the end of that day.
- 14.3 The Licensee must ensure that it contacts the Agents for advice and assistance as soon as it anticipates financial difficulties.
- 14.4 If the Licensee fails to pay any outstanding sums due under this Licence and/or remains in the Accommodation after the Period of Residence End Date or sooner termination of this Licence, GradPad may take proceedings to recover both the Accommodation and the outstanding sums. The court may make an order that the Licensee should pay GradPad's costs of these proceedings.
- 14.5 You will also be charged for damages for breach of the Licence, for example where applicable:
- 14.5.1 any charges imposed on GradPad for payments returned unpaid by bank (usually £30.00 per incident);
- 14.5.3 any transfer fees for international transfers levied by the Banking Institution used by the Agents. [\[A1\]](#) [\[A2\]](#) [\[A3\]](#) [\[A4\]](#) [\[A5\]](#)

## **15 Charges Payable to Public Authorities**

The Licensee agrees to pay directly to the relevant public authorities any additional charges not listed in clause 4.5 including (but not limited to) council tax, TV licence fees. In the event that GradPad becomes liable for any such charges in respect of the Licensee's occupation of the Accommodation, GradPad is entitled to recover those charges from the Licensee.

## **16 End of Period of Residence / Licence**

- 16.1 On the Period of Residence End Date or sooner termination of this Licence, the Licensee must clean to a professional standard and clear the Accommodation of all belongings by 10.00 hours and return its keys to the Management Company (the Licensee shall also procure that any co-tenant or partner abide by these provisions when the co-tenant ceases to reside in the Accommodation). Failure to clean to the standards required by the College or to clear the Accommodation of all belongings will result in any additional costs incurred by the Management Company being deducted from the Tenancy Deposit or, if the Tenancy Deposit is not sufficient, being payable to GradPad by the Licensee on demand. Any items left behind by tenants at the end of their accommodation contract will not be kept for longer than three months, it will then be disposed of or given to a charity for disposal.
- 16.2 The Licensee must make sure that doors are locked and the windows in the Accommodation are firmly closed when leaving. In the event that the doors or windows are left open, the Licensee will be charged for repairing any damage caused.
- 16.3 Within 10 Working Days of the Licensee vacating the Accommodation GradPad shall give the Licensee written notice either (a) that the Tenancy Deposit is to be returned in full or (b) notice of itemised amounts that the Management Company have deducted from the Tenancy Deposit in accordance with clause 1.12. The Licensee can, within 10-working days of receiving the notice, dispute any charges, after the passing of which the charges are considered final and non-amendable.
- 16.4 Within 30 Working Days of the expiry or sooner termination of this Licence, the Agents will return the whole or the balance of the Tenancy Deposit to the original payment card used by the payee for deposit payment, or by a bank transfer.
- 16.5 Depending on the geographical location and money transfer policies of the Licensee's banking provider, the return of the Tenancy Deposit may be delayed beyond 30 Working Days. GradPad cannot be held responsible for any delays incurred which are outside of its control, including where incorrect or incomplete card details or banking details have been provided to GradPad. The Tenancy Deposit can only be refunded if the check-out form is signed by GradPad or acknowledged otherwise, charges were agreed (if any) and GradPad holds correct bank details.

## **17 Termination of the Licence by the Licensee**

- 17.1 If the Licensee wishes to terminate this Licence after the Licence becomes legally binding, then it must do the following:
- 17.1.1 complete the *Notice to Quit Form* (which can be requested from the Agents);

17.1.2 return the completed *Notice to Quit Form* to the Agents in writing via email to info@gradpadlondon.com; and

17.1.3 vacate the Accommodation in accordance with clauses 16.1 and 16.2 on the date stated in that form.

17.2 If the Licensee decides to terminate the Licence under clause 17.1 after the Start Date of the Period of Residence, then in accordance with clause 3.4, the Licensee will remain liable for the full Licence Fee and shall not be entitled to a refund of any part of the Licence Fee already paid, until GradPad is able to licence the Accommodation to another student for a fee for any part of the Period of Residence after the Licensee's check out date ("**Replacement Licensee**").

Any Replacement Licensee must be in pursuit of a full-time course of post-graduate study at a university in London and must be approved by GradPad. In considering whether to approve a prospective Replacement Licensee for the Accommodation, GradPad will act reasonably and will take into account all the circumstances including whether the Replacement Licensee already has accommodation and his or her financial ability to enter into a licence. No Replacement Licensee will be permitted in the first 12 weeks or in the last 6 weeks of the Period of Residence. No Replacement Licensee will be approved until the Licensee has complied with clauses 17.1.1 and 17.1.2 confirming its check out date.

17.3 After the Licensee decides to terminate the Licence and submits a Notice to Quit form to the Agents, it relinquishes the right to access the studio, which might be used by the Agents in a case of *Force Majeure* or emergency.

17.4 Clause 19 shall apply in respect of Licence Fee refunds.

## **18 Early Termination of the Licence by GradPad**

18.1 GradPad is entitled to terminate the Licence if:

18.1.1 the Licensee commits a material breach or repeated breaches of the terms and conditions of this Licence, the rules and regulations stated in the Residents' Handbook or any other rules and regulations of the Accommodation or the Residence made known to the Licensee from time to time and (in the case of a material breach which is capable of remedy) the Licensee, having received notice from GradPad requiring the Licensee to remedy that

breach within a reasonable period, fails to remedy that breach within the timeframe specified; The College will usually give at least four(4) weeks' notice to remedy the breach but the length of the notice will depend on the seriousness and nature of the breach and, in some cases, may need to be complied with immediately; or

18.1.2 any payment is 15 or more Working Days late (provided that the Licensee will receive a reminder letter and a warning letter prior to being sent a letter exercising the right to terminate the Licence in accordance with clause 14.1, with at least 5 Working Days between each letter); or

18.1.3 the Licensee ceases to be a full-time registered postgraduate student.

18.2 If GradPad intends to terminate the Licence, GradPad will serve the Licensee with a written notice (where applicable) in accordance with the Licensee's statutory rights unless it is felt that the Licensee poses a danger to other residents in which case the Licensee may be evicted summarily.

18.3 Clause 19 shall apply in respect of Licence Fee refunds.

## **19 Licence Fee Refunds**

If the Licensee vacates the Accommodation pursuant to clause 17 or 18 before the Period of Residence End Date then (without prejudice to any reimbursement rights set out elsewhere in this Licence) it shall continue to be liable for the Licence Fee until (a) the Period of Residence End Date, or (b) the date on which GradPad re-licenses the Accommodation to a replacement student.

## **20 Other important terms**

20.1 The Licensee agrees not to engage, and shall procure that its daytime and overnight guests will not engage, in inappropriate (aggressive, vexatious, abusive, vulgar or rude) behaviour towards any of the GradPad members of staff (whether in person, via telephone or email).

The Licensee may be subject to disciplinary procedures outlined in clause 8.11 upon occurrence of such behaviour, whether in person, via telephone or in writing communications.

- 20.2 GradPad does not accept liability for any loss, damage or expense incurred by you due to circumstances outside its control (including damage or loss to the Licensee's personal belongings). Nothing in this Licence shall exclude or restrict the liability of GradPad, the Agent and the Management Company for the death of or injury to any persons resulting from the negligence of its own employees.
- 20.3 Subject to Clause 20.2, the liability of GradPad, the Management Company and the Agent in respect of damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or any of its guests shall, taken together and in all the circumstances, be limited to the total of the Licence Fee payable under this Licence.
- 20.4 The Licensee agrees promptly to give to the Agents a copy of any notice received concerning the Accommodation or the Residence or any neighbouring property.
- 20.5 There is no car parking associated with the Residence; the Licensee is not eligible to apply to the Local Authority for a residents parking permit for any controlled parking zones within the London Borough in which the Residence is located; blue badge holders are exempt from this restriction.
- 20.6 The parties do not intend that any of the terms of this Licence shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999, and the parties' right to rescind or vary this Licence is not subject to a requirement to obtain the consent of any third party.
- 20.7 Any demand, notice, consent or other communication to be made under this Licence ("notice") shall be made in writing and shall be treated as having been served if served in accordance with this clause:

20.7.1 Each notice may be delivered to the relevant party:

- (a) in the case of GradPad, the Agent or the Management Company, at its registered office or to the address set out in this Licence (unless that party has by 10 Working Days' written notice to the parties specified another address); via electronic mail to [info@gradpadlondon.com](mailto:info@gradpadlondon.com) and
- (b) in the case of the Licensee, at the Accommodation; and

- (c) in the case of the Guarantor (if applicable), at the address (postal or electronic) set out after its name at the beginning of this Licence.

20.7.2 Service of a notice may be made in any of the following 3 ways: (1) in person on the Licensee, the Guarantor (if applicable) or any director or the company secretary of GradPad, the Agent or the Management Company as appropriate; (2) by leaving it at an address for service referred to in clause 20.6.1; or (3) by sending it by prepaid first-class recorded delivery letter (or by airmail if to or from an address outside the United Kingdom) through the post to an address for service referred to in clause 20.6.1.

20.7.3 Any notice shall be served or treated as served at the following times:

- (a) in the case of service personally or by leaving it at an address for service, at the time of service; or
- (b) in the case of service by post, at 9.00 a.m. on the second Working Day after it was posted or in the case of service to or from an address outside the United Kingdom, at 9.00 a.m. (local time at the place of destination) on the fourth Working Day after it was posted.

20.7.4 In proving service of a notice by post, it shall be sufficient to prove that such notice was correctly addressed, full recorded postage paid and posted.

20.8 This Licence shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising in any way in relation to this Licence.