

Mears Group PLC (Mears Student Life) – Accommodation Licence Agreement



Date	<<Current Date>>
Company	Mears Group PLC 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester GL3 4AH
Location	<<OfficeBuilding>>, <<OfficeStreet>>, <<OfficeTown>>, <<OfficePostCode>>

The Licensee:		The Guarantor * (If applicable):	
Title:	<<strTitle>>	Title:	<<guartitle>>
First Name:	<<strFirstName>>	First Name:	<<guarfirstname>>
Middle name(s):	<<strOtherNames>>	Middle name(s):	
Surname:	<<strSurname>>	Surname:	<<guarsurname>>
Sex:	<<strSex>>	Sex:	
Home Tel No:	<<TenantTel>>	Home Tel No:	<<gtel>>
Mobile Tel No:	<<TenantMobile>>	Mobile Tel No:	<<gmobile>>
E-mail:	<<TenantEmail>>	E-mail:	<<gemail>>
House - Flat No:	<<hanumber>>	House - Flat No:	<<ganumber>>
Street Name:	<<hstreet>>	Street Name:	<<gstreet>>
Town:	<<hatown>>	Town:	<<gatown>>
County:	<<hacounty>>	County:	<<gacounty>>
Country:	<<hacountry>>	Country:	<<gacountry>>
Post Code:	<<hapostcode>>	Post Code:	<<gapostcode>>
Date of Birth:	<<tenantdob>>	Date of Birth:	
University:	<<Institution>>	*Please note: A Guarantor will be required in circumstances where the Licensee wishes to pay the Licence Fee in instalments. Documents required: Photo ID & Proof of address	
Course:	<<Course>>		

Continued:



License Length:			
How many weeks	<<TenancyWeeks>>		
First Payment Date	<<1stInstalmentdue>>		
Starting Date	<<term start date>>	Ending Date	<<term end date>>
Licence fee £*	<<FullYearPrice>>		
Booking fee £	<<BookingFee>>	Security Deposit £	<<studentpricingdepositamount>>
* Excluding single payment discount or Debit / Credit Card charges.			

Instalments Amounts							
Single payment in advance £	<<SingleYearPayment>>	(including % discount)	Due 10 days prior to licence start date				
Or, instalment payment option (only available to Licensees with a Guarantor)							
Payment 1	<<1stInstalment>>	Payment 2	<<2ndInstalment>>	Payment 3	<<3rdInstalment>>	Payment 4	<<4thInstalment>>
Due date:	<<1stInstalmentdue>>	Due date:	<<2ndInstalmentdue>>	Due date:	<<3rdInstalmentdue>>	Due date:	<<4thInstalmentdue>>

Definitions

Landlord - Mears Group PLC

Accommodation – Residence/ Property and/or Room/ Flat offered to the Licensee

Licensee - Resident/ occupier responsible for the License

Guarantor – A person resident in the United Kingdom responsible for guarantee of the License Payments

License/ License Agreement - Legally binding Accommodation Agreement

License Fee – Cost of the License in British Pounds

Deposit/ Security Deposit – Security payment made at the time of reservation and is fully refundable



Term Payments – Payments via equal instalments for the period of Residence in the accommodation

Period of License/ Residence – Duration of occupation of the accommodation,

The Website – <https://www.mearsstudentlife.co.uk/>

The Landlord's administration team – Mears Student Life administration office/ team

Residence Start Date – the day the License starts, also the day when the Licensee can check-in

First Payment Day - the first payment date takes place 10 calendar days prior to Residence Start Date

The license is governed by the law of England and Wales

The licence creates legally binding obligations between the “Student” and Mears Student Life. If the “student” breaches their obligations in this licence Mears has a range of remedies and potentially may terminate the licence early and/or taking disciplinary action. Before signing the licence, the student should read the licence and its terms and conditions and take any legal advice they may need to ensure that they understand the terms, conditions and obligations under these documents.

The Landlord is committed to abiding by the rules of the National Code of Standards for Larger Developments.

It is agreed as follows:

Subject to the terms of this Licence, the Landlord grants the Licensee a licence to occupy the Accommodation for personal living for the Period of this License in common with the accommodation and all others authorised by the Landlord (so far as are not inconsistent with the rights given to the Licensee to use the accommodation for residential use), together with the right to use the Communal Areas for the purpose of access to and egress from the accommodation and as shall be designated by the Landlord.

This agreement is an accommodation Licence Agreement (Licence) and when accepted by the Licensee, the Licensee 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). The Licensee should, therefore, read the terms and conditions of this Licence carefully before signing this Licence.

1. The Licensee agrees that/ to:

- a) Pay the Energy Charge fee of £199 with £99 required upfront and remaining £100 will be added across rent instalments. (If applicable). If you are a current re-booker then the energy charge is not required and deposit is carried over to the DPS.
- b) Pay the License Fee at the times and in the manner specified;
- c) The allowance for payment by way of four instalments is made on the express condition that each payment is made in full on or before the relevant due date. If any payment is missed or if any payment is not made in full then the Landlord reserves the right to demand full payment of the total outstanding amount of all four instalments immediately without further notice needing to be sent. If a payment of the full amount is not received as demanded, the Landlord would have the ability to terminate this agreement in accordance with the provisions of terms and conditions of the License Agreement as well as costs incurred to collect rent which are set by Unipol student accreditation. These fees are outlined as the following:



- £30+VAT for rent owing later than 7 days
 - £15+VAT for each letter that is sent in respect to rent owed until paid in full;
- d) Should the Licensee anticipate having any problems with payment of the Licence Fee or any other sums under this Licence, they must contact the Landlord as soon as possible to discuss their options;
 - e) The Landlord has right to deduct money from the Deposit for those students who are still in the scheme against any breach by the Licensee of any of the terms of this Agreement including any interest due to the Landlord. The Landlord is also authorised to retain outstanding monies from Deposit for all Licence Fee owed and/or compensation for damage caused to the Building. The Deposit shall not, at any time during the Term, entitle the Licensee to set off part of full Deposit sum against any liabilities arising under the terms of this Agreement;
 - f) The Licensee is not to sublet this License Agreement to any other person or company (or any part thereof), and to use the Property only for the purpose of a private residence for the occupation of the Licensee by themselves;
 - g) The Licensee is not to permit any other person to reside in or to occupy the Property without prior consent from the Landlord and without the presence of the Licensee in the accommodation;
 - h) Not carry on, or permit to be carried upon the Property any business whatsoever;
 - i) Within 7 days of a demand from the Landlord provide a fully completed certificate of exemption in respect of council tax or otherwise reimburse the Landlord for the council tax demanded by the Council and pay all other charges or assessments which may become payable in respect of the Property or by its occupier (including but not limited to television licence fees, charges for the use of a telephone, if any, in the accommodation);
 - j) Agree to adhere to and obey the Rules and Regulations of the Building as may be varied from time to time and notified to the Licensee or exhibited at the main office of the Building;
 - k) To issue any communication to the Landlord via email or in writing. The Landlord will communicate via email, online portal or via written post at all times during the License Term;

2. Process for Completion of this Licence:

- a) In order to reserve accommodation, the Energy charge of £99 must be paid and where applicable (Non-refundable) to the Landlord in accordance with the instructions given online on the website or by a member of the Landlord's administration team by submitting a reservation form;
 - b) If the Licensee wishes to pay the Licence Fee by instalments a UK Guarantor will be required. The Licensee will have to ensure the nominated guarantor signs the License agreement and submits relevant documents as stated in the offer of accommodation.
 - c) If the Licensee does not have a Guarantor, the Licensee must pay the Licence Fee in full in accordance with the instructions given online and/ or confirmed by the Landlord;
 - d) The Landlord will review the reservation form received from the Licensee and, if satisfied with all the information in the application, will send an offer of accommodation to the Licensee via email or post;
 - e) Upon receipt of an offer of accommodation (application form) from the Landlord, the Licensee and the Guarantor (if applicable) shall complete & sign the application forms sent to the Licensee together with this Licence and upload all necessary documents specified in the application form within given timescales. If the application is not being processed online, the Landlord will advise the Licensee on completion of the application offline;
- The Landlord shall, on receipt of the completed application and the required items listed in the application confirm the Licence's successful application completion via email to the Licensee (at which point this Licence becomes legally binding with the Licensee, the Landlord and, the Guarantor and if applicable), provided that the application with all necessary items is received and completed prior to the First Payment Date as set out in the Licence;

Please note: In any case when the Licensee is bound by the Licence and do not move in, the Licensee and Guarantor (if applicable) are still bound by the terms and conditions unless the room is occupied during the agreement by another resident.



3. The Deposit - Deposit Protection Service (DPS)

- a) The Deposit required by the Landlord for only those that have re-booked from previous academic year is to be held as security for the performance of any obligations of the Licensee or the discharge of any liability of the Licensee arising under or in connection with the Licence;
- b) At the start of the License, the Deposit will be transferred to and safeguarded by The Deposit Protection Service (The DPS);
- c) The deposit will be secured with The DPS's Custodial Scheme within 28 days of the commencement of the License, proof of which will be supplied to the Licensee by email, sent from The DPS. The Licensee will be provided with the Prescribed Information, Terms, and Conditions of The DPS, within 28 days of their deposit being registered, the Landlord will provide this information by email;
- d) The DPS is administered by The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA. Telephone 0330 303 0030;
- e) At the end of the License, the Licensee should arrange with the Landlord a suitable time for a vacating inspection and any damages or other charges deductible from the Deposit will be advised to the Licensee at this point. If the Licensee vacates without arranging an inspection, the Landlord will conduct the inspection in the Licensee's absence and charge a reasonable fee for each additional day if they keys are not sent back;
- f) The statutory rights of the Landlord and the Licensee to take legal action through the County Court remain unaffected by clauses (a) to (d) above;
- g) It is the Licensee's responsibility to inform The DPS of any change of deposit return address, telephone number or email address, during the License period;
- h) The Licensee shall not set off the Deposit against any liabilities arising under the terms of this Licence;

3.1 Return of Deposit procedures at the end of the Licensee:

- When both parties agree how the deposit should be returned, in full or in part, the Landlord will advise The DPS of the deposit return amount and the Licensee will receive an email from The DPS with a link to follow to process their deposit return. This process takes place either after a vacating inspection with the Landlord or shortly after the end of the License. Alternatively, either party can go online at www.depositprotection.com and initiate the Joint Deposit

Repayment (JDR) Process, providing a vacating inspection has taken place. The Landlord or the Licensee can do this by logging into their account and selecting 'Request a Repayment'. The on-screen guidance will take them through the process of initiating a repayment. The DPS will then send a notification to the other party advising them to either log in or respond to the claim (if they have a valid email address or a valid mobile phone number) or to fill out a paper form which The DPS will send to them.

Alternatively, either party can request a paper Joint Deposit Repayment Claim Form from The DPS. In order to receive the deposit repayment, the Licensee will need their Deposit ID and Repayment ID, both issued to them by The DPS when the Deposit was registered. In the instance that the Licensee does not have this information at the end of their License, they should contact The DPS by phone, text or email. The Landlord cannot provide the Repayment ID because it is unique to the Licensee.

- DPS contact details – request for Repayment ID:



- 
- a) The Licensee can request a new Repayment ID via SMS by texting REPAY followed by the Deposit ID and the deposit amount to 07537 404 808;
 - b) The Licensee can complete The DPS online form, which can be found at www.depositprotection.com/RepaymentID and the Repayment ID will be sent by email;
 - c) The Licensee can call The DPS dedicated Helpline on 0044 (0) 330 303 0030;

3.2 Disputes Resolutions

In the event that the parties fail to reach an agreement on how some or all of the Deposit should be repaid, they have the option to use the free Alternative Dispute Resolution (ADR) Service. This service is operated by the DPS. The ADR Service is an evidence-based adjudication process, which will request both the Landlord and the Licensee to supply documentary evidence of the claim against the Deposit/disputed sum. In the event that, the Landlord or the Licensee do not provide their consent for the Dispute to be resolved through the ADR Procedure, the Dispute must be resolved by the parties or through the courts:

- If a party obtains a Court Order against the Landlord or the Licensee. The DPS will only release the Deposit if the Court Order specifically refers to the Deposit and/or the scheme administrator holding the Deposit and includes a direction as to how much of the Deposit is to be paid to the successful claimant. If the Court Order does not include a reference to the Deposit, or to the scheme administrator, the DPS will be unable to release the Deposit until either the Order is amended or a Third Party Debt Order is obtained.
 - If either party has no current address for the other or the other fails to respond to the parties written notice requiring that the party is paid some or all of the Deposit within 28 calendar days of the end of the License, the party may follow the Single Claim Process.
 - Either party can instigate a dispute by indicating a disputed amount through the DPS website (or by paper form) and providing their agreement to use the ADR service. There is an option to enter a disputed amount.
 - Once the DPS have had notification of a dispute via a duly completed JDR for (either online or in paper form), they will retain the disputed amount and issue a communication to both parties requesting they submit their evidence which must be provided to the DPS within 14 calendar days of the communication being issued. The Adjudicator will have 28 days from the date of
 -
- receiving the file in order to make a decision based on the papers provided by the parties.
- All payments will be released from The DPS within 10 calendar days of processing a Joint Custodial Deposit Repayment Form, of the date of the Decision or on receipt of a Court Order which includes a reference to the Deposit. The Landlord confirms that the information provided to the Agent and the Licensee is accurate to the best of his knowledge and belief and the Licensee has had the opportunity to examine the information. The Licensee confirms they have been given the opportunity to examine this information. The Licensee confirms by signing this document that to the knowledge of the Licensee the information above is accurate to the best of the Licensee's knowledge and belief.

4. **Energy Charge.**

The energy charge of £199 is required by all new bookings that have not stayed at Bramall Court the previous year. £99 is payable to hold a room and the final £100 is paid during the rent instalments you choose to pay. If you have previously re-booked your room and then claim your deposit back and then decide to stay again you will need to pay the £199 fee. Only deposits remaining in the DPS scheme will be not carry a charge.

5. Cancellation policy - Prior to and After the First Payment Date

- a) If the Licensee informs the Landlord in writing or email within 10 Working Days from the day the Licensee receives an offer of accommodation that they wish to cancel the Licence, the Licence shall automatically come to an end, and the Landlord shall return the Energy charge or deposit held in the scheme for a re-booking tenant. If the tenancy start date is less than 10 days away from point of receiving the energy charge or tenant wanting to re-book and the Licensee wishes to cancel, the Energy charge or deposit is held by the Landlord.
- b) If the Licensee informs the Landlord in writing or email after the expiry of the 10 Working Day period referred to in clause 5(a) above but before the First Payment Date that they wish to cancel the Licence, this Licence shall automatically come to an end, and the Landlord shall retain the Energy charge (if applicable) or the Deposit in full.
- c) If the Licensee RECEIVES AN OFFER OF ACCOMMODATION 10 or fewer days prior to the Start Date of the Period of Residence, the Energy charge (if applicable) or the Deposit will **not** be refundable under any circumstances and the Licensee might be held responsible for the full License Fee payment.
- d) If the Licensee RECEIVES AN OFFER OF ACCOMMODATION after the Start Date of the Period of Residence, the Energy charge (if applicable) or the Deposit will not be refundable under any circumstances and the Licensee will be responsible for the full Licence Fee payment as agreed in the Licence.
- e) If the Licensee receives notice from a relevant authority that they have not been offered a full-time course of study at a university or an equivalent educational institution, or has not been granted a visa entitling them to enter and remain in the United Kingdom as a student, and notifies the Landlord of this decision (enclosing a copy of such notice) prior to the First Payment Date, then the Licence shall automatically come to an end and the Landlord shall retain the Energy charge (if applicable) and return the Deposit in accordance with the DPS Terms and Conditions.
- f) For the avoidance of doubt, if the Licensee wishes to cancel the Licence in any circumstances other than those described in clauses c), d) and e) then point g) - shall apply.
- g) If the Licensee wishes to terminate the Licence after the First Payment Date, then it must do the following:
 - complete the *Notice to Quit Form* (which can be requested from the Landlord);
 - return the completed *Notice to Quit Form* to the Landlord within agreed time scale;
 - the Landlord will consider the request and reasons for termination of the Licence, and will advise the Licensee within 2 weeks of receiving the *Notice to Quit Form* on its decision;
 - The Landlord will consider releasing the Licensee from their Licence only if official documents are submitted from relevant authorities upon this request and can be verified as legal/ valid. If the Landlord decides to release the Licensee under such conditions, a *loss of business charge* may be imposed on the Licensee which will be deducted from their Licence Fee, if submitted in full, or the Licensee will need to pay before they can be released by the Landlord.
- h) If the Licensee decides to cancel the Licence before the Period of Residence End Date, the Licensee will still be liable to pay the Licence Fee in full. The Landlord might allow the Licensee to find a suitable replacement (another student) to take over the remaining length of their Licence. Any replacement student must be in pursuit of a full-time course at a university or an equivalent educational institution and must be approved by the Landlord. In considering whether to approve a prospective student for the Accommodation, the Landlord will act reasonably and will take into account all the circumstances including whether the replacement student already has accommodation and their financial ability to enter into the Licence. If the Licensee wishes to organise the Licence *take-over* they should inform the

Landlord in writing. The Landlord, in return, will inform the Licensee of terms and conditions of such *take-over*. The Landlord reserves a right to refuse such request at any time during the License term without limitations.



6. Additional responsibilities

- a) The Licensee shall move into the Accommodation between 09.00 and 18.00 hours on the Period of Residence Start Date. If this is not possible then the Licensee must contact the Landlord in advance in writing to request alternative arrangements.

Note: The Licensee will not be able to move-in/ check-in to the Accommodation at any point before the Period of Residence Start Date. However if you do wish to move in early then communicate with the site team and if the room is ready then we can allow you to move in and pay for the additional days up front in full.

- b) It is a condition of this Licence that the Licensee must at all times during the Period of Residence attend a university or an educational institution as a full-time registered student. If the Licensee ceases to comply with this condition the Landlord shall terminate this Licence. The Licensee must immediately notify the Landlord in writing if it ceases to comply with the conditions of this clause.

7. The Guarantor

- a) A nominated UK Guarantor resident in the United Kingdom will be required to sign the License Agreement and so accept the liability for any default on License Fee payments during the Licensee's term in the accommodation. If a UK Guarantor is not provided then 100% of the rent is due prior to the agreement starting;
- b) By signing this Licence, the Guarantor requests that the Landlord grants the Licensee the right to occupy the Accommodation;
- c) In consideration of the Landlord granting the Licensee the right to occupy the Accommodation on the terms set out in this Licence, the Guarantor guarantees to the Landlord as follows:
- 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
 - to indemnify the Landlord against any failure by the Licensee to pay the Licence Fee or to observe or perform any of the terms of this Licence, and;
 - the liability of the Guarantor shall continue until the Licence comes to an end and the Licensee is released from the terms of this Licence;
- d) The liability of the Guarantor shall not be affected by:
- any waiver granted by the Landlord to the Licensee; or
 - any delay or forbearance by the Landlord 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
 - the Landlord 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
 - the Landlord taking any action or refraining from taking any action in connection with the Deposit; or
 - the Licensee dying or becoming incapable of managing its affairs.
- e) The Guarantor will supply all required documentation, (Photo ID, Proof of address (Utility Bill) and bank statements for the last three months.
- f) The Landlord may at its sole discretion reject a proposed Guarantor and require an alternative Guarantor if it considers the proposed Guarantor is not sufficiently creditworthy or that it has insufficient monies and/or assets to satisfy its obligations under and in accordance with this Licence.

8. Licence Fee includes the following:

- a) gas and electricity, water rates and sewerage utility services (subject to reasonable and normal residential use. The Landlord reserves the right to charge an Energy Charge and has adopted this moving forward.
- b) a connection for access to the internet (subject to reasonable usage and rent being paid. No payment of rent might result in Wi-Fi being disconnected – Wi-Fi will be reconnected once the payment is received at a charge of £10
- c) use of the Communal Areas.
- d) insurance premium in respect of contents insurance (the insurance will be subject to a number of exclusions and excesses; the Licensee will be provided with details of the cover and the Landlord recommends that the Licensee reviews these details to determine whether the Licensee may require additional personal cover in respect of the Licensee's belongings. The Licensee is personally liable for additional premiums should the general cover prove insufficient);

9. Room allocation

- a) Rooms/ Studios in the accommodation are allocated on first come first serve basis and room moves are not permitted at any time during the term of accommodation;
- b) The Landlord guarantees the Licensee they will be given appropriate room type/ studio type the Licensee has selected during reservation process;
- c) The Licensee will be informed of their room number on the Residence Start Date (check-in date);
- d) If the Licensee requires any special arrangements for the room (e.g. disable access), they must inform the Landlord of such requirements at the reservation point or contact the Landlord via email as soon as possible after this point;
- e) Whilst the Landlord will try to meet requirements made by the Licensee regarding the room allocation, the Landlord is unable to guarantee, all or any, requirements can be met.
- f) If the Licensee wishes to change room type or studio type within the Residence during their License term then they should submit a written request to the Landlord. If the Landlord permits such request, the Licensee will be informed in writing within 2 weeks from the receipt of such request. The Licensee will pay the Landlord a non-refundable administrative charge of £90 within 7 days from the confirmation of such arrangements.

10. Occupation of Premium/ Dual Occupancy Studio in relation to cohabiting partners

- a) 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 they will be not allowed to move into the Accommodation;
- b) if at the date of completion of this Licence the Licensee wishes to share the Accommodation with their partner, then the Licensee shall inform the Landlord in writing of the personal details stated below in clause f);
- c) if between the date of completion of this Licence and the Period of Residence Start Date the Licensee decides that the Licensee wishes to share the Accommodation with their partner, then the Licensee shall make a written application to the Landlord;
- d) if after the Period of Residence Start Date the Licensee decides to share the Accommodation with their partner, then the Licensee shall make a written request to the Landlord and shall furnish any information requested by the Landlord in connection with this application, as well as pay a non-refundable £90 administrative charge to the Landlord;
- e) if the Licensee has been authorised to share the Accommodation with a partner pursuant to clauses but subsequently wishes to seek consent to share the Accommodation with a new partner then the Licensee shall submit a new request to the Landlord in respect of the new partner but may only make one such request under this clause during the Period of Residence; as well as pay a non-refundable £90 administrative charge to the Landlord;
- f) in applying for consent under this clause, the Licensee must submit the Landlord the following

information about his/her partner:

- a) full name;
 - b) date of birth;
 - c) contact details;
 - d) name and contact details for next of kin;
 - e) university & course details;
- g) if the Landlord grants consent to any request under this clause then on the date agreed between the Landlord and the Licensee, the Licensee shall present their partner at the reception of the accommodation on agreed day and they will be given a key fob/ keys. The Licensee's partner shall sign a form agreeing to abide by the terms of this Licence;
- h) in the event of a change in the full-time student status of their partner while in the occupation of the Accommodation, the Licensee shall be responsible for notifying the Landlord and local council authorities of such change and for duly making any payments arising as a result of such change, shall any apply without limitations;



11. Late Payment of the Licence Fee and other charges

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:

- a) If a scheduled payment is not submitted on a due date:
 - **Arrears Letter 1** is sent to the Licensee if a scheduled payment is more than 7 Days overdue: Fees will be applied of £30 + £15 for each letter sent afterwards.
 - **Arrears Letter 2** is sent to the Licensee and the Guarantor for the payment if a schedule payment has not been received within 7 working days of the Arrears Letter 1.
- b) If a scheduled payment is more than 7 Days overdue on consecutive payment date from the *Arrears letter 2* deadline:
 - **Final Arrears Letter** is sent to The Licensee and the Guarantor and the Licensee will be required to pay the remaining balance,
- c) If the outstanding Rent have not been paid within 7 days from the *Final Arrears Letter*, the Landlord will request **the balance of the outstanding payment and all applicable fees from the Guarantor** (if applicable);
- d) The Licensee must contact the Landlord for advice and assistance as soon as it anticipates financial difficulties to avoid any charges or disputes to the Licensee;
- e) If the Licensee or Guarantor (if applicable) fail to pay any outstanding sums due to this License and its terms and conditions, the Landlord will proceed with termination of this License and eviction of the Licensee from the accommodation;
- f) 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, the Landlord may take proceedings to recover both the Accommodation and the outstanding sums. The court may make an order that the Licensee should pay the Landlord's costs of these proceedings.
- g) The Licensee shall pay interest at the rate of 4% per annum above the base rate of Barclays Bank on any overdue scheduled payment from the date that payment becomes due until full payment is received.

The following non-refundable charges are applicable under this License:

- The Licensee may incur additional card fees, transactional charges or other charges when making payments via 3rd party providers for which the Landlord holds no responsibility for, without limitation;

Charges Payable to Public Authorities

The Licensee agrees to pay directly to the relevant public authorities any additional charges including (but not limited to) council tax, TV licence fees. In the event that the Landlord becomes liable for any



such charges in respect of the Licensee's occupation of the Accommodation, the Landlord is entitled to recover those charges from the Licensee.

12. Early Termination of the Licence by the Landlord

The Landlord is entitled to terminate the Licence if:

- a) the Licensee commits a serious 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.
- b) any payment due is 15 or more Working Days overdue (provided that the Licensee will receive Arrears letters as stated in the clause 11 a), b), c), d);
- c) the Licensee ceases to be a full-time registered student;
- d) If the Landlord intends to terminate the Licence, the Landlord will serve the Licensee with a written notice (where applicable) in accordance with the Licensee's statutory rights unless the Landlord considers the Licensee poses a danger to other residents in the accommodation, which case the Licensee may be asked to leave the accommodation immediately.

12.1 Provided always and it is hereby agreed that:

- a) If the Property shall at any time during the term be destroyed or damaged by fire and/or explosion or otherwise and so be unfit for occupation and use in general, this License shall end immediately but without prejudice to the rights of the parties hereunder.
- b) The Landlord shall not be liable to the Licensee by reason of, and the Licensee shall make no objection or claim in respect of any noise vibration or disturbance that may be caused by any work or alteration or construction repair or maintenance to any part of the accommodation, or to any adjoining or adjacent property. The Landlord shall not be liable for any external factors of nuisance, noise, vibration or pollution to which the Landlord has no direct influence or business with. The Licensee shall not be entitled to object to any interference with the access of light and air to the accommodation caused by any such works or any alterations or additions to the accommodation. The Landlord will ensure that at all times during the License term, the Licensee will be informed promptly of such works.
- c) The Landlord reserves the right to change 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, the Landlord 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) Licensees may be required to move to an accommodation of a different standard and/or in a different Residence on a temporary basis.

13. Jurisdiction

- a) This Agreement shall be governed by, construed and take effect in accordance with the law of England and Wales and the courts of England and Wales should have jurisdiction to hear and determine any matters arising.

NOTICE: Under the section 48 of the Landlord and Tenant Act 1987: The address for service of notices (including notices in proceedings) upon the Landlord is: Mears Student Life, a trading name of Mears Group PLC.

Registered office: 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester GL3 4AH

Registered in England Number: 03232863





ADDITIONAL TERMS & CONDITIONS OF THE LICENSE AGREEMENT and RULES OF BEHAVIOUR UNDER THIS LICENSE AGREEMENT

ADDITIONAL TERMS & CONDITIONS OF THE LICENSE AGREEMENT and RULES OF BEHAVIOUR UNDER THIS LICENSE AGREEMENT

Subject to the terms of the Licence Agreement and any applicable legislative provisions, the Rules of *the Landlord* are as follows:

14. Introduction

The Rules are a supplement to the Licence Agreement which all Licensees are required to sign prior to taking up residence in the accommodation. The Rules provide guidance and information about the standards and procedures which Licensees of the accommodation are expected to meet and comply with during their residence in the accommodation.

Throughout the year updates of the Rules and information about residency in the accommodation will be distributed to Licensees by emails and flyers. We will give you at least one month's notice of any changes or additions. Where we make any variations to the Rules which are to your significant disadvantage you may end this Agreement at any time by giving the Owner one month's written notice.

Any failure by Licensees to comply with these Rules and any update or variation of them which is notified by the Landlord will constitute a failure to comply with the provisions of the Licence Agreement and may lead to disciplinary action including but not limited to termination of the Licensee's Licence Agreement and their right to reside in the accommodation.

The Rules are intended to benefit all Licensees. However, the expectations of Licensees outlined in the Rules should not be seen as an exhaustive list. In becoming a Licensee of the accommodation, you become a member of Mears Student Life community and accept the responsibilities and obligations associated with being a good neighbour and citizen, whether or not they are detailed in the Rules.

15. Absence from Room

If a Licensee expects to be absent from their Room/Flat for more than **48 hours**, they must inform the Landlord via email and leave an emergency contact number.

Should a Licensee report to the Landlord that another Licensee has not been seen for **48 hours**, the Landlord reserves a right and the authority to enter their Room/Flat to confirm the Licensee's room condition and status. If a Licensee reported as being absent from the accommodation for more than **72 hours**, and the Landlord has no records of their whereabouts, the Landlord may report them as a missing person to the police. If the Licensee in such circumstances is under 18 years of age, the Landlord will also contact the person who is defined to be the Licensee/ Guardian in their Licence Agreement.

16. Aesthetic Appearance

The Licensee is required to maintain their Room/Flat in a neat and clean state of condition/appearance. If applicable, the Licensee must in conjunction with other Licensees ensure that Flat Common Areas are maintained to the same standards and ensure that the following is met:

- Items such as foil, cardboard flags or other unsightly material or objects are not placed in or on any windows in the property or alter any window coverings in the property;
- Keep balconies, decks, patios and common areas neat and orderly at all times and clear of personal belongings;



- Furniture designed for indoor use is not permitted outside (Including on any balcony, decks, patios or common areas).

If in the opinion of the Landlord any item adversely affects the appearance of the accommodation, the Licensee concerned will be asked to remove it. If a Licensee is asked by the Landlord to remove any item, they must do so within a set timeframe by the Landlord.

17. Alcohol and other Personal Issues

Personal issues, such as academic stress, alcohol abuse, depression and eating disorders may strain relationships in a living situation. It is both a Licensee's right and a Licensee's responsibility to seek help when such issues become disruptive.

Alcoholic drinking games and other activities that promote binge drinking are not permitted at the accommodation. The host of the party and other participants may be held responsible for any negative consequences of excessive drinking. Licensees are required to comply with any policy, rules or guidelines within this License and will be in breach of their obligations under the rules of the Licence Agreement if they fail to do so.

18. Condition and Contents of Room/Flat - Inventory

When moving into a Room/Flat, a Licensee is expected to carefully inspect the Room/Flat. On arrival, the Licensee will be given a form which includes a full list of all items that should be in the Room/Flat. If the Licensee finds any damaged or missing items or if the Room/Flat does not meet the standards set out in the Licence Agreement they must report this within 48 hours of moving in by filling in the above form and submitting it to the Landlord. The Landlord will follow up on all reported problems and take corrective action as appropriate, within a reasonable time of receiving the Licensee's notice. If the problems reported are significant and cannot be rectified quickly, the Landlord will provide the Licensee with a replacement Room of an equivalent type which does meet the standards set out in the Licence Agreement.

If a Licensee fails to advise the Landlord of any problem(s) within 48 hours of moving in, the Licensee will be taken to have been satisfied with the condition of the Room/Flat and confirmed that the Room/Flat was in a good and undamaged condition at the Commencement Date.

Upon vacating a Room/Flat, a Licensee may be billed for any missing or damaged items and for damage to the Room/Flat not reported to the Landlord within 48 hours of moving into the Room/Flat except in the case of fair wear and tear.

19. Bicycles

Bicycles are to be secured only to the bicycle racks/sheds located throughout the accommodation if they are available. They are not to be secured to other objects such as benches, light posts, trees, handrails or disabled access ramps. They are not to be placed in hallways or allowed to impede a means of access.

Bicycles that are secured to anything other than bicycle racks/sheds impede access or in any way present a safety hazard will be removed and stored by the Landlord and a storage fee of £20 will be charged for their return. If a lock has to be cut to remove the bicycle, the Landlord will not accept any liability for damage to the lock.

Bicycles are not permitted inside Rooms/Flats. Bicycle storage is not available during the summer period once you have vacated your Room.

The Landlord is not responsible for the security of or any damage sustained to any bicycle which is left in the bicycle racks or anywhere else in the accommodation. It is strongly recommended that U-bolt locking devices

are used for securing bicycles throughout the accommodation.

The Landlord insurance policy does not cover bicycles and it is recommended to take out a relevant insurance policy.

20. Candles/Incense

Due to risk to life and property, candles, torches, incense and other open flame devices are strictly prohibited anywhere inside or around buildings in the accommodation including in Rooms/Flats. A burning of the above devices is likely to set off the smoke detectors in your Room/Flat.

Licensees will be required to pay the cost of the fire brigade attending together with any charge imposed by the Landlord if a false alarm occurs because of a Licensee's failure to comply with this Rule, recharges may apply.

21. Car Parking and Motorbikes

The accommodation has limited parking spaces available and may not be able to provide parking facilities to all or any Licensees. A Licensee must have a valid sticker from the Landlord to be able to park within the accommodation.

If the accommodation has parking facilities, Licensees may apply for a parking sticker/ permit and a cost for this is set by each site. Licensees must prove that they are a Licensee of the accommodation by producing a copy of their Licence Agreement and evidence of ownership of a registered and insured vehicle.

The owner of any vehicle that does not display a current and paid-up parking sticker/ permit or which is not parked in the bays provided will be fined. Visitor parking spaces must be left clear for visitors. Authority must be sought from the Landlord to park in a visitor parking space.

Visitors who park in non-visitor areas or in a visitor parking space without approval will be told to remove their vehicle or pay the overnight parking charge set by site. Where Licensee parking is available, limited disabled parking spaces are also available

and these spaces are strictly for Licensees with disabilities, who display the appropriate disabled parking permit. A heavy fine will be imposed on the owner of any vehicle parked in a disabled parking space not displaying such permit.

The Landlord is not liable for any damage to and/or theft of any vehicle or property left within the vehicle whilst the vehicle is parked within the accommodation unless such damage is the direct result of the negligence of the Landlord.

22. Carpet Damage (where applicable)

Damage to carpet/floor covering in a Room will be billed to the Licensee. Damage to a carpet in a Flat Common Area or in the Common Area will be charged equally between Flat and Common Area Licensees respectively.

The Landlord will attempt to have soiled carpet cleaned at the expense of the Licensee(s) of a Room/Flat. In the event that a stain cannot be removed, the carpet will be replaced at the expense of the Licensee(s).

Upon vacating a Room/Flat all carpets must be in the same condition as found at the beginning of the Residence Start Date, taking into consideration general wear and tear. The cost of returning the carpet in a Room/Flat to this condition, including the cost of having the carpet steam cleaned, will be charged against the Deposit.

23. Chalk

Any marking, writing or drawing with chalk, paint, pen or other marking devices or materials on the accommodation roads, footpaths, parking areas or buildings is prohibited and will be removed immediately by the Landlord and the persons responsible for such actions will be charged for the cleaning.

24. Cleaning

The Landlord will arrange:

- Sweeping, vacuuming and mopping of the external and internal Common Areas of the accommodation (e.g. laundry room, administration and resource centre, etc.);
- Maintenance of the accommodation grounds and gardens;
- For unauthorised flyers posted in non-designated areas to be taken down;



- For external rubbish bins to be regularly emptied;
- For the cleaning external surface of buildings in the accommodation to be cleaned.

All Licensees are expected to:

- Clean and vacuum their Room on a regular basis;
- Maintain their Room in a hygienic manner;
- Clean internal windows and walls in their Room but only to the extent that the windows and walls fall below the relevant Licensee's height.

Licensees who live in Flats are also expected to:

- Participate equally with other Licensees in keeping the Flat Common Areas clean;
- Clean all appliances and surfaces within a Flat;
- Clean the internal areas of the cooktop, range hood, oven and refrigerator equipment;
- Remove rubbish from the Flat regularly.

Licensees must supply their own cleaning materials and equipment in the accommodation where not otherwise supplied.

Licensees can arrange for their Room/Flat to be cleaned professionally on a weekly or monthly basis for a fee. Details of fees associated with these services are available from Landlord's office.

Where it is brought to the attention of the Landlord that a Room/Flat is not being cleaned or is unhygienic, the Licensee(s) of that Room/Flat will be requested to thoroughly clean the Room/Flat. If following such notification the Room/Flat is not promptly cleaned to comply with basic cleanliness and health standards.

Upon vacating a Room/Flat it must be left in the same state of cleanliness and repair as it was on the first day of occupation by the Licensee, considering fair wear and tear and taking into account any notice the Licensee submitted to the Landlord in accordance with Rule 5. The cost of cleaning the Room/Flat to such condition will be charged to the Licensee. The Landlord will inspect flats regularly to ensure acceptable levels of hygiene and cleanliness are being maintained.

25. Vacuuming

Vacuum cleaners are either provided in all of Rooms/Flats for use by Licensees or are available for loan from the Landlord. Vacuum cleaners must be checked and emptied after each use. If a Licensee notices that a vacuum cleaner is in need of repair they must advise the Landlord immediately.

26. Computer and TV Infrastructure

The computing infrastructure installed throughout the accommodation must not be tampered with. Damage and related costs of rectification (including, without limitation, the costs of labour and materials) to the computing infrastructure caused by Licensee(s).

Licensees must adhere to the following protocols when using the Landlord data network:

- Only connect to the data port with the recommended cables and connections;
- Do not dismantle the data port;
- The network is not to be used for any criminal activity, including illegal downloading, port surfing or computer hacking;
- The network is not to be used for Peer 2 Peer usage; and
- The network may be monitored by the Landlord's network security services.

Where a free to air television service connection is available Licensee(s) must not tamper with or remove it.

27. Conduct Issues

Licensees and their guests in the accommodation are to show respect for order, property, morality, personal



honour and rights as members of the Mears Student Life community.

Licensees are responsible for their guests and will be held financially accountable for any breach of the Rules or misconduct by their guests.

28. Cooking

Cooking is only permitted in kitchens in Flats. Licensees must not leave any hot oil or cooking unattended. Cooking equipment such as hot plates, rice cookers, electric woks, kettles, toasters and fry pans are not permitted in Rooms/ Flats.

Barbeque grills and charcoal fluid may be a fire hazard and are not permitted inside buildings in the accommodation without the approval of the Landlords, which can be withheld at its absolute discretion.

When using cooking equipment in Apartments, Licensees are required to comply with any signage installed in kitchens. Failure to comply with such signage is likely to set off the smoke detectors in your Apartment. Licensees will be required to pay the cost of the fire brigade attending together with any administration charge imposed by the fire brigade and/ or the Landlord if a false alarm occurs.

29. Damage or Loss

Proper care must be taken of all property within the accommodation. Removal of any Landlord's property from its designated location will be reported to the police. The person(s) responsible will be charged replacement (including labour if applicable) costs.

Licensees are responsible for all damage to or loss of the Landlord's property in their assigned Room/Flats. If the damaged or lost item was located in a Room then the Licensee of that Room will be held responsible and billed.

If the damaged or lost item was located within a Flat then all Licensees who reside in the Flat will be held responsible and billed an equal share unless responsibility can be attributed to a specific person. In addition, persons deemed responsible by the Landlord may be subject to disciplinary action.

30. Damages Charges

All repair work is carried out on a Do and Charge basis and will be invoiced at a rate Equal to the actual charge from the supplier or contractor to the Landlord Standard charges for replacement of damaged Furniture and fittings in a Room/Flat are available from the Landlord's office. If a Licensee receives an invoice for a damaged or lost property of the accommodation, they must take follow the instruction given by the Landlord in regards to the payment and its deadline. Any invoice not challenged within 7 calendar days of the issue is no longer subject to review.

31. Decorating Rooms and Flats

A light decoration of Licensee's Room/Flat is permitted but must be made good upon Licensee's termination of the License Agreement. The Licensee is responsible for handing over their Room/Flat is the same condition it was found upon check-in.

32. Disabled Access

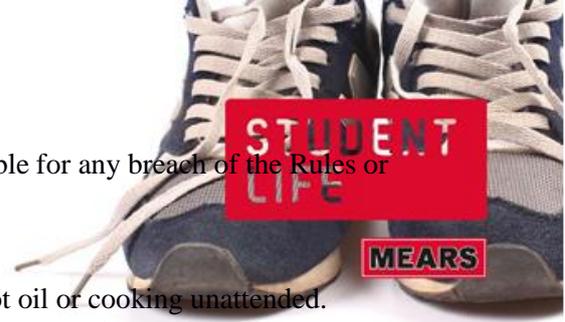
A number of the Rooms, Flats and buildings within the accommodation have been fitted with facilities to assist persons with disabilities.

Interfering with or blocking these facilities in any way is considered misconduct and will result in disciplinary action which may include termination of a Licensee's Licence Agreement and their right to reside in the accommodation.

33. Discipline and Misconduct

Depending on the nature of a Licensee's misconduct, is entitled to take a disciplinary action detailed in the Licence Agreement and reserves the right to refer any occurrence of misconduct to the University and/or the Licensee's respective educational institution and/or the police.

Disciplinary action includes but is not limited to admonition, probation, termination of a Licensee's Licence



Agreement and the requirement for the Licensee to leave the accommodation. Terms and conditions of such disciplinary action will be communicated to Licensee(s) by the Landlord.

In circumstances of serious misconduct (including, without limitation, criminal damage), as determined by the Landlord at its discretion, the Landlord is not required to give any prior warning or notice of its intention to terminate a Licensee's Licence Agreement except if to do so would breach a specific term of the Licence Agreement or any legislative requirements.

In the event that a Licensee is asked to vacate a Room for disciplinary reasons, no fees will be refunded and the Deposit paid by the Licensee in accordance with the terms of the Licence Agreement will be forfeited.

If, due to disciplinary action the Landlord incurs expenses including but not limited to administrative costs or use of staff resources, the Landlord, at its absolute discretion, may charge an administrative fee to cover those costs to the Licensee(s).

34. Dishware

Licensees are required to provide their own dishware in the accommodation. If your Room/Flat is supplied with pots, pans, crockery and cutlery, it is the responsibility of each Licensee that the amount of inventory stated at the start of the year is maintained and present upon departure. Any concerns or requests to replace the pots, pans, crockery or cutlery should be submitted to the Landlord's office for consideration.

If the accommodation is a catered facility, dishes and other items must not be removed from the accommodation outlets at any time. Removal of such equipment and/or any other items constitutes theft and will be prosecuted accordingly.

35. Smoking & Drugs

Smoking of any substance is prohibited within all areas (apart from designated areas) of the accommodation. Violation of this policy may, at the discretion of the Landlord, result in disciplinary action and a cleaning and damage repair charge.

Smoking of cigarettes or e-cigarettes is permitted outside of the accommodation. Smokers must dispose of their cigarette butts in the ashtrays/receptacles provided. If cigarette butts are found in the area surrounding the accommodation, the person(s) responsible will be fined and also charged for their removal. Smokers must be mindful of not smoking near an open window. The possession, cultivation, usage, or selling of any non-prescribed or illegal drugs and/or the possession of any equipment to aid the use, distribution or production of illegal drugs or substances is prohibited. Any breach of this Rule, in any form, by a Licensee, is considered serious misconduct and as a consequence, the Landlord reserves the right to terminate a Licensee's Licence Agreement and also report the incident to the police.

36. Electrical Equipment in Rooms

To prevent overloading electrical circuits and to conserve energy, please limit electrical equipment in Rooms to such items as computers, study lamps, clocks, electric blankets, stereos, coffee makers, personal vanity items and other small appliances. These items must be maintained in good and clean operating condition. Appliances with open heating elements such as hot plates and electric heaters are prohibited In Rooms and Flat/s unless provided by MSL. Licensees are responsible for obtaining PAT certification for their electrical appliances.

37. Electrical Safety Reminders

Licensees must comply with the following fire and safety policies which are intended to prevent injuries in the accommodation and to ensure compliance with health and safety regulations:

- Never modify a plug by bending or removing prongs;
- If plug prongs break off and remain in the receptacle slots after insertion or withdrawal, do not attempt to remove them, contact the Landlord for assistance;

- Extension cords should only be used when absolutely necessary and only on a temporary basis. If you must use an extension cord, we recommend using a multiple outlet power strip equipped with an internal circuit breaker. If you discover any faulty electrical equipment, please report this to the Landlord;
- Do not “daisy chain” extension cords and/or power strips;
- Large appliances are not permitted in Rooms; and
- Promptly dispose and replace frayed or damaged extension cords.



38. Emergencies

Licensees can find all the numbers to be called in the event of an emergency in the Licensee Handbook. For any life-threatening emergency all Licensees are to call ‘999’ to summon fire, police or ambulance services.

39. Evacuation

Licensees are responsible for familiarising themselves with the location of alarms and firefighting equipment in their Rooms/Flats and in the common areas of the accommodation. Fire safety information is posted in all Rooms/Flats. Evacuation route maps are posted in various parts of the accommodation.

In the event of an evacuation, all Licensees are required to report to the accommodation’s assigned emergency assembly point and await further instruction. Licensees must not use lifts in the event of an evacuation or emergency, instead, shall use stairs. The accommodation is regularly inspected by the fire brigade for safety and fire code compliance. Licensees are required to keep common areas clear of any items which may affect safe egress from buildings. Whenever the Landlord encounters these obstructions or is informed of their presence, they will proceed to remove the obstructions to ensure fire code compliance.

If the Landlord is required to remove items left in common areas, Licensees responsible for such obstruction will be charged, with repeated violations incurring escalating charges.

40. Exit Signs

Exit signs have been located throughout the accommodation for the personal safety of Licensees and visitors.

41. Fire Alarms

Any Licensee found to have set off a false fire alarm, whether purposefully or because of carelessness, is responsible for any charges levied by the fire brigade and may also be subject to fines and disciplinary action. Licensees are not to shower with the bathroom door open as excessive steam can set off a fire alarm and place clothing or other items on the Room/Flat heater for the purposes of drying.

42. Fire Equipment

Fire blankets and/or extinguishers are located in all kitchens. These are to be used for small fires only such as stove top fires where oil has ignited. Used fire blankets/extinguishers must be returned to the Landlord office for an immediate replacement.

Fire equipment that is not in working order jeopardises the safety of all Licensees and as such the Landlord will regularly be checking all fire equipment including fire extinguishers and hoses, fire alarm boxes, smoke detectors, exit signs and evacuation maps.

It is against the law to tamper with fire equipment including removing or covering exit signs, damaging exit signs, altering the function of door closers, disabling or covering smoke detectors, discharging fire extinguishers for any purpose other than putting out a fire and doing anything that may compromise the proper functioning of fire equipment. Violators will be subject to substantial fines, possible criminal penalties and disciplinary action which may include termination of a Licensee's Licence Agreement.



Any fire equipment repair or replacement or related damage that results from Licensee misconduct will be charged to the Licensee(s) responsible.

43. Fix-it Requests and Repairs

All maintenance in the accommodation is carried out by suitably qualified tradesperson who will be identifiable by Mears Student Life ID cards.

All requests for repairs or replacements in your Room/Flat can be submitted via email or an on-line portal.

Requests are processed between Monday to Friday during regular working hours. Licensees should report any problem which they believe constitutes a safety or security risk to the Landlord immediately.

Depending on the nature of the problem, the Landlord will do its best to ensure that urgent repairs are dealt with immediately.

Licensees are not permitted to repair or replace electrical, plumbing, heating, security equipment, glass or any other item in the accommodation, nor are they permitted to contract with any third party for such repairs.

44. Flyers

Flyers and posters may be posted only after they have been approved by the Landlord and then only at approved locations or on bulletin boards throughout the accommodation. Any materials posted anywhere else will be removed.

45. Furniture

Furniture of the accommodation is to remain in its original place and it is not to be moved to another Room/Flat or location.

46. Rubbish Disposal and Recycling

Licensees are responsible for removal of all rubbish from their Rooms/Flats. Licensees are responsible for ensuring all rubbish is placed in the appropriate rubbish and recycling bins provided in the accommodation.

47. Grounds and Gardens

An extensive landscaping plan is provided at the accommodation and the grounds are maintained by the Landlord.

48. Hazardous Material

Hazardous materials including automotive or industrial batteries, chemicals, charcoal fluid, propane, fuelled camping lanterns, kerosene, and corrosive materials like acid and explosives, must not be used or stored in or around the accommodation.

49. Initiation Ceremonies

Initiation in any form is completely unacceptable in the accommodation and the Landlord adheres to a strict zero tolerance initiation policy. The Landlord encourages any Licensee who feels forced or pressurised to do something which makes them uncomfortable, or who is aware of others engaging in initiation ceremonies or similar activities to contact the Landlord administration immediately.

Any Licensee who is found to be involved in initiation ceremonies or related activities will be subject to disciplinary action at the discretion of the Landlord which may include immediate termination of their Licence Agreement. Where appropriate they may also be reported to the relevant authorities and could face criminal prosecution.



50. Heating

Heating controls for the building are controlled by the site staff in the office and not switched on 24hrs a day. Students are prohibited to bring in their own heaters due to Health and Safety reasons.

51. Indoor Plants

Indoor plants are permitted in Rooms/Flats, but Licensees are reminded to be mindful of the needs of co-Licensees. Licensees must not water plants in the showers or sinks as this can create plumbing problems. All indoor plants must be placed in trays or other receptacles to avoid staining carpets.

52. Inspections and Building Condition Issues

The Landlord reserves a right to enter any Room/Flat:

- in the case of an emergency;
- at any time between terms;
- for the purpose of room inspections, maintenance or repair;
- if requested to do so by a Licensee.

Inspections of Rooms/Flats are undertaken to identify maintenance needs, ensure that health, safety and cleanliness standards are being maintained and enable planning for renovation or refurbishment projects. Repeated failure to pass the inspections will result in charges to Licensees for professional cleaners to return the Room/Flat to ensure appropriate room standards. Prior to vacating a Room/Flat, Licensees may request a pre-inspection of a Room/Flat by contacting the Landlord's office.

53. Maintenance Emergencies

In the case of a maintenance emergency situation, a Licensee is required to call reception during office hours. Outside of office hours there will be an emergency contact number provided or Night Staff on duty who will be able to assist.

If a maintenance request is submitted to the Landlord, it is deemed to have given the Landlord a permission to immediately enter Licensee's Room/Flat to carry out the requested maintenance/repair. Any questions or concerns about after hours' emergency response should be directed to the Landlord.

54. Management Access to Rooms

Purpose of Entry:	Minimum Notice which must be given to you
In an emergency or for urgent repairs	Without notice
To carry out repairs and maintenance which you have requested	Without notice
To carry out general repairs and maintenance	48 hours
To inspect the Room/Flat	48 hours

To show the Room/Flat to prospective Licensees and/or on University Open Days	48 hours, but the Room/Flat can during the last 14 calendar days of your occupancy and on University Open Days be shown a reasonable number of times after such notice has been given.
If the Landlord has a reason to believe that you have abandoned the Room	Without notice
If the Landlord suspects that a person other than the Licensee is residing in the Room or the Flat or Common Areas	Without notice

By signing a Licence Agreement, a Licensee agrees to give access to Rooms/Flats on the following basis:

55. Insurance

All Licensees are responsible for insuring their property and/or belongings and shall refer to Student Handbook, section - Insurance details for more information. If content insurance is provided by the accommodation, Licensees shall refer to Student Handbook for more information or contact the Landlord.

56. Keys/Swipe Cards/ Entry Codes

Licensees will be issued with Keys and/or Swipe Cards and/or Entry Codes, which enable access to their Room/Flat and to the accommodation common areas.

Key and/or Swipe Cards that are lost must be reported to the Landlord immediately and with appropriate identification. The Licensee will be issued with a new Key and/or Swipe Card at a cost. If your Key and/or Swipe Card is faulty please return it to the Landlord and it will be replaced at no charge.

Keys and/or Swipe Cards may not be duplicated and only the Landlord or a duly appointed locksmith can alter or repair a lock.

In order to be issued a new Key and/or Swipe Cards, the Licensee will be required to bring a photo ID to the Landlord's reception.

If Entry Codes are in use in the accommodation its distribution will be provided by the Landlord along with details of use.

Licensees must keep their Room door locked when they are not in their Room/Flat.

Costs of replacing a Key and/or Swipe cards, lock and lock-out charges are available in the Handbook.

57. Kitchens

Licensees must clean the kitchen appliances in the accommodation after each use.

If a Licensee becomes aware that a kitchen appliance requires maintenance, they should advise the Landlord via email or the on-line portal (if applicable).

The cost of repairing or replacing damaged appliances will be charged to the person responsible for the damage or to all Licensees of a Flat/building if the person responsible cannot be identified. Faulty appliances will be repaired at no charge where the appliance is faulty and has not been damaged by a Licensee.

58. Laundry

For a fee, a Licensee can make use of the accommodation's laundry facilities. Licensees can access the laundry facilities 24 hours a day. Licensees are expected to provide their own washing supplies and must ensure that they leave the area in a tidy state. Any laundry left in the laundry facilities which is not claimed within 7 calendar days will be deemed abandoned and will be donated to a local charity.

The Landlord is not responsible for any damage caused to clothes or other items resulting from the use by Licensees of the laundry facilities.

59. Lighting

Licensees are not permitted to repair or replace permanent light fixtures in their Room/Flats under any circumstances. All Licensees are required to report blown bulbs via e-mail or the on-line portal (if applicable) to the accommodation.

60. Mail and Communications

The primary means of communication with the Landlord is by email. All Licensees are required to inform the Landlord immediately of any changes to their email address or contact details. General notices will also be posted on the Website and within the accommodation. When parcels are delivered by Royal Mail Post or similar, they will be kept at the Landlord's office of the accommodation and a note will be placed in the

Licensee's mailbox or under the Licensee's door as applicable.

The Landlord will not sign for any courier or non-Royal Mail post deliveries on a Licensee's behalf, except in exceptional circumstances where a Licensee has requested and authorised the Landlord to do so. Under no circumstances will the Landlord be responsible for any item delivered by courier or non-Royal Mail or equivalent post deliveries.

It is a Licensee's responsibility to regularly check their mailbox. Any mail not collected within 10 business days of its delivery may be returned to sender by the Landlord.

61. Modifications to Buildings and Rooms

Modifications to Rooms/Flats or any other part of the accommodation such as installing shelves or hooks, adding new light fittings, changing light fittings, painting or repainting, removing window opening restrictors, or altering permanent fixtures are not permitted without the prior written approval of the Landlord.

Modifications undertaken without prior written approval will be removed and/or repaired at the Licensee's expense and the Licensee will be subject to disciplinary action at the Landlord's discretion.

62. Moving Out Procedures

Prior to the end of the academic year, all Licensees will be requested to confirm the date they will be vacating their Room/Flat (the "vacation date") which must be prior to or on the Termination Date of their License.

Licensees must comply with the following procedures and requirements whilst moving out of their Room/Flat in addition to any other reasonable requirements posted/ requested by the Landlord:

- All Licensees will be assumed to be vacating their Room/Flat on the Termination Date unless there is a separate agreement in place agreed with the Landlord, otherwise;
- Prior to vacating a Room/Flat all fees and charges payable by the Licensee under the Licence Agreement must be paid in full, or arrangements satisfactory to the Landlord made for their payment;
- If a pre-inspection of a Room/Flat is required this must be arranged with the Landlord at least 14 calendar days prior to the vacation date;
- Subject to prior arrangement, the accommodation staff will inspect Rooms/Flats within 14 calendar days of the vacation date and before the Rooms/Flats are reoccupied;
- Upon vacating a Room/Flat it must be left in the same state of cleanliness and repair as it was in on the first day of occupation by the Licensee considering fair wear and tear and taking into account any notice the Licensee submitted to the Landlord in accordance with Rule 5;
- All furniture and fittings within the Room/Flat must be left in the appropriate rooms and if any are damaged or missing they will be charged for in accordance with these Rules;
- All personal belongings must be removed from Rooms/Flats by **10:00am** on the vacation date. The Landlord reserves a right to dispose of any belongings left in the room/ flat after this time. All applicable costs incurred by the Landlord will be at the Licensee's expense. If valuable belongings (including but not limited to laptop, jewellery and electronic equipment) are found in the Room/Flat upon cleaning, the Landlord will take reasonable steps to contact the Licensee and arrange for their



collection. If agreed, the Licensee shall pay the reasonable costs of postage, packaging and administration to the Landlord. The Landlord will not be responsible for any loss or damage to the belonging.



- Licensees vacating their Rooms/ Flats before their Termination Date agree that they will not be able to regain occupation of the accommodation for the remainder of their license without limitation after the “vacation date”.

63. Noise

Licensees are responsible for the maintenance of good order and reasonable quietness in their Rooms/Flats. Licensees must at all times show proper regard for others. Radios, televisions, stereos, musical instruments, VOIP, and other audio equipment should be adjusted so as not to disturb other Licensees of a Flat or the accommodation.

Licensees are required to lower noise pollution each day after 11PM without exception.

Licensees must at all times adhere to the accommodations "Noise Policy", as per the terms and conditions of the License Agreement. Repeated failure to adhere to the accommodation's 'Noise Policy' may be subject to disciplinary action at the Landlord's discretion.

64. Obscene, Harassing or Discriminatory Behaviour

The Landlord is committed to ensuring that anyone who is part of Mears Student Life community treats and is treated, at all times fairly, equally and with respect, in an environment which is free of harassment, bullying, discrimination and any objectionable conduct.

The Landlord has a "Zero Tolerance Policy" with respect to discrimination, harassment and bullying of any kind.

All Licensees have a responsibility to comply with this policy. A breach of this policy is likely to result in disciplinary action, and in some instances, referral to the appropriate authorities. Licensees who have been a victim of any form of harassment are advised to contact the Landlord immediately.

65. Visitors

A visitor is defined as a person who is meeting with a Licensee for a short period of time, while a guest is defined as a person who is staying overnight with a Licensee in accordance with the Rules.

All visitors are required to leave the accommodation by 12 midnight. Any visitor present in the accommodation after midnight will be considered an “unauthorised person” and will need to leave the accommodation immediately. All Licensees are responsible for ensuring not unauthorised people remain in the accommodation after 12 midnight of each day.

66. Overnight Guests and Unauthorised Occupancy

Licensees are permitted to have guests for short periods of time with the approval of the other Licensees of the Flat (if applicable). Extended visits are not permitted and Licensees must not under any circumstances allow any other person to reside in their Room or the Flat Common Areas.

To ensure compliance with fire and safety regulations, and in consideration of the rights of other Licensees of a Flat,

the following procedures must be followed:

- All Licensees of a Flat must be aware of a guest staying overnight and have their given approval to this;
- A guest must be registered at the Landlord' office;
- A guest must be accompanied at all times by a Licensee and must never be given a Swipe Card or Room key;
- A guest cannot stay more than two nights in any given period of seven days.

Any person found to occupy a Room or Flat, where the above procedure has not been followed, will be deemed as unauthorised, and the Licensee of the Room/ Flat and will be in breach of their Licence Agreement.

A guest must leave the accommodation immediately if requested to do so by the Landlord whether or not the above procedure has been followed. Licensees must ensure that any guest or another person who is in the accommodation at the invitation of the Licensee or in the Licensee's company complies with the Rules and any reasonable instructions given by the Landlord and does not do anything which a Licensee is prohibited from doing under the Rules and their Licence Agreement.

67. Pest Control

The Landlord employs a pest control company to carry out routine treatments. This company will only use chemicals that are permitted by law and which comply with UK Standards as applicable. Prior to any Licence area of the accommodation being treated, 48 hours' notice will be given to Licensees.

68. Pets

No pets, including fish, may be kept in the accommodation. Additionally, Licensees are not permitted to bring animals into the accommodation. This Rule does not apply to the extent that it restricts the keeping of a guide or assistance dog.

69. Roofs

The roofs of buildings in the accommodation are not constructed for pedestrian traffic. Licensees are not permitted to enter the roof of any buildings at any time during their time in the accommodation. Licensees are responsible for and will be billed for any damage they cause to the roofs as a result of a breach of this Rule.

70. Running a Business from the accommodation

Licensees are not permitted to conduct a business of any description from their Room/Flat or any other parts of the accommodation. Any Licensee found having registered a business against the address of the accommodation will face disciplinary action which may lead to Termination of the License Agreement.

71. Student Records

By signing the Licence Agreement, Licensee authorises the Landlord to liaise with the University or respective educational institution to verify the Licensee's student status and enrolment. It is a Licensee's responsibility to ensure the Landlord has their up to date personal details. Licensees can update their personal details held by the Landlord by contacting the Landlord directly.

72. Weapons/Firearms

The possession of weapons (sword/knives etc.) or firearms (guns etc.) by a Licensee and/or their guests within the accommodation is forbidden. If a Licensee is found to be in possession of a weapon or firearm the Landlord will take a disciplinary action which may include termination of a Licensee's Licence Agreement, confiscation of the weapon/firearm and also reserves the right to report the incident to the police.

73. Access to the Accommodation

Wheelchair ramps (if applicable), kerb cuts, and building entryways must remain clear at all times to allow Licensees and others who may need to use wheelchairs free access to their Rooms/Flats and other areas of the accommodation.

74. Gymnasium

(If applicable) The gymnasium is for the use and benefit of Licensees only. Licensees use the gymnasium at their own risk at all times and the Landlord and Operator accepts no liability for any injury from the use of the gymnasium or the gymnasium equipment.

75. Window opening restrictors

The window opening restrictor system is for Licensees safety and must not be interfered with or removed. Items of rubbish must not be discarded by throwing them out of the windows. Violation of this policy may, at the Landlord's discretion result in disciplinary action and a fine.



Signed by Licensee		Signed by Guarantor – (If applicable)	
Surname		Surname	
First Name		First Name	
Date		Date	
Signed by LANDLORD – (Office use only)			
		<p>Mears Student Life is a trading name of Mears Group PLC. Registered office: 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester GL3 4AH</p> <p style="text-align: right;">Registered in England Number: 03232863</p>	

**LIVE IT
YOUR
WAY**

WWW.MEARSSTUDENTLIFE.CO.UK

