

WEST DEAN COLLEGE OF ARTS & CONSERVATION
(PART OF THE EDWARD JAMES FOUNDATION LIMITED)

LICENCE AGREEMENT
TERMS AND CONDITIONS

LICENSEE NAME:

NAME

LICENCE EFFECTIVE FROM:

DATE

ADDRESS OF PROPERTY:

West Dean College of Arts & Conservation, West Dean, Chichester, West Sussex, PO18 0QZ, UK

ROOM ONLY

Terms of the Licence

I GENERAL TERMS

- I.1 This Licence is between the Licensor and Licensee named below and begins on **DATE**
- I.2 The Licensor is West Dean College of Arts & Conservation, part of The Edward James Foundation Limited, of West Dean, Chichester, West Sussex PO18 0QZ.
- I.3 The Licensee is **NAME**
- (Throughout this Licence Agreement ("the Agreement"), the Licensee will be referred to as "you" or "your").
- I.4 The Licence concerns accommodation which is at West Dean College, such room as the Licensor may allocate from time to time in accordance with this Agreement and which will be referred to throughout this Agreement as "the Accommodation".
- I.5 The Licence also provides an entitlement to meals within the Licensor's dining facilities in accordance with Clause 3.
- I.5.1 To request any change to your board status you must provide this in writing to student services and give 4 weeks' notice. Further information can be found in the Student Handbook.
- I.6 The period of letting commences on **DATE** and ends on **DATE**. **The period of letting does not include the Christmas vacation.**
- I.6.1 The accommodation must be vacated between **DATE December** and **DATE January** during Christmas vacation. You may request up to a maximum of 2 extra nights at the end of the term, this is subject to availability, further information is detailed in the Student Handbook.
- I.6.2 Over Easter you may request to remain in your accommodation, subject to the out of term nights fee, further information is detailed in the Student Handbook.
- I.6.3 The licensor does not guarantee on site storage outside of the letting period. In the instance that storage is available, the licensee will be informed via email prior to the end of term. If belongings are left outside of the letting period the Licensor may charge a storage fee.
- I.6.4 You must check out of the premises at the end of Christmas, Easter and Summer vacations, leaving your key with the front desk. Failure to do so may result in a fee to replace the key.
- I.7 This Agreement does not affect the Licensor's disciplinary powers.
- I.8 The amount of the licence charge, hereinafter referred to as "Accommodation Fee" payable by you, will be **COST**:

- 1.9 You must pay the Accommodation Fee in advance as follows:
- 1.9.1 In full, two weeks prior to the commencement date of this Agreement. Alternatively, on request of the Licensee the Accommodation Fee may be paid in three instalments due two weeks prior to the commencement of each term.
 - 1.9.2 The Licensee shall pay interest at the annual rate of 7% on any payment which is lawfully due and is overdue for more than 7 days after the date on which it becomes due. Licensee will also pay any debt recovery costs.
 - 1.9.3 Failure to pay by the stipulated dates will incur an administrative charge of £50.
- 1.10 The Licensee agrees to pay a deposit of £250 payable on accepting the offer of Accommodation. The deposit will be held as security against damage to the Accommodation or other breach of this Agreement when the Licence comes to an end in accordance with clause 6.7 of this Agreement. No deductions will be made for fair wear and tear.
- 1.11 The Licensor reserves the right to carry out any building work at or in the Accommodation or an adjacent site and excludes its liability for loss, damage or inconvenience unless caused by the Licensor's negligence;
- 1.12 The Licensor's liability for loss or damage to persons or property is excluded unless the loss or damage is caused by the Licensor's negligence or a breach of its obligations under this Agreement.
- 1.13 West Dean follows and is supported by the ANUK code of practice, this demonstrates the Licensor meets a set of nationally recognised service standards, and is in place to ensure that students always have a management team to help work through any issues during their studies. The use of ANUK helps the Licensor focus more on what it can provide, so Students can focus more on studies.

2 LICENCE TO OCCUPY

- 2.1 You are entitled to occupy the Accommodation provided that you comply with the terms of this Agreement.
- 2.2 You shall occupy the Accommodation as a licensee and no relationship of landlord and tenant is created between the Licensor and the Licensee by this Agreement.
- 2.3 An inventory will be prepared by the Licensor prior to your occupation. You have 3 days from occupation in which to raise any queries about the contents of the inventory. Your silence will be taken as your agreement to the contents of the inventory. The inventory will be relied on by the Licensor when you move out of the Accommodation.

3 SERVICE OF NOTICES

- 3.1 The Licensor's address for receiving legal notices or any other communication arising from this Agreement is West Dean, Chichester, West Sussex PO18 0QZ.
- 3.2 Any legal notice or other communication arising from this Agreement shall be validly served on you if handed to you, emailed to you or posted or delivered to the Accommodation.

4 THE LICENSEE AGREES:

- 4.1 To pay the Accommodation Fee in accordance with clause 1.9 above;
- 4.2 To pay the Deposit in accordance with clause 1.10 above;
- 4.3 To keep the Accommodation, its contents and the common areas clean, tidy and clear of rubbish;
- 4.4 To pay on demand a charge for cleaning the Accommodation or communal areas, that charge will only be levied if the Accommodation or communal areas are not kept in a reasonably clean and tidy state
 - 4.4.1 Reasonable investigations will be made into the cause of the state of cleanliness of the accommodation and communal areas and the Licensee will be allowed to make representations as to their culpability prior to the demand for payment in respect of such communal areas;
 - 4.4.2 Investigations will be notified with a minimum of 24 hours' notice.
- 4.5 Not to cause or permit to be caused any loss or damage to the Accommodation or communal areas;
- 4.6 To notify the Licenser promptly of any damage to the Accommodation or communal areas;
- 4.7 To reimburse the Licenser on demand the reasonable costs incurred by the Licenser in repairing or replacing damage, breakages or loss to the Accommodation or communal areas where caused by you or your guests;
 - 4.7.1 Reasonable investigations will be made into the cause of the damage, breakage or loss to the communal areas and the Licensee will be allowed to make representations as to their culpability prior to the demand for payment in respect of such communal areas;
 - 4.7.2 The cost of damage, replacement of the Licenser's property, additional cleaning, or the removal of rubbish within communal areas will be distributed between all licensees in the Accommodation, equally or otherwise, at the Licenser's discretion.
- 4.8 To use the Accommodation solely for living in and not for business purposes;
- 4.9 Not to permit anyone else to stay in the room, although one guest is permitted to stay in a student's room provided Student Services are given a week's notice. This is up to a maximum of 14 nights per term, and up to a maximum of 7 nights per stay. Further information on how to book your guests can be found in the Student handbook;
- 4.10 To notify the Licenser if you lose the keys provided and to bear the reasonable cost of replacement keys and locks;
- 4.11 Not to prevent the Licenser or any person authorised by the Licenser from entering the Accommodation where reasonable and necessary at reasonable times during the day and to permit entry at all times in an emergency;

- 4.12 Not to assign or sub-let the Accommodation;
- 4.13 Not to re-decorate the Accommodation or communal areas and not to make any alteration or addition whatsoever to the Accommodation or communal areas. This includes adhesives of any kind and permanent methods of fixings to the wall;
- 4.14 Not to smoke in the Accommodation or communal areas;
- 4.15 Not to keep any pets in the Accommodation or communal areas;
- 4.16 Not to cook in bedrooms and not to use any cooking appliances other than an electric kettle in their bedrooms;
- 4.17 Not to burn candles, joss sticks, oil burners or other similar devices anywhere in the Accommodation or communal areas;
- 4.18 Not to use fireworks indoors or on the estate;
- 4.19 To refrain from using fire pits or other devices that have not been provided by West Dean College.
- 4.20 To refrain from excessive noise at any time and in particular between the hours of 11 pm and 8 am;
- 4.21 Not to do or permit to be done in the Accommodation or communal areas anything which is illegal or which may become a nuisance, annoyance, inconvenience or disturbance to the Licensor or the Licensor's agents or to the other residents of the Accommodation and their visitors or any owner or occupier of neighbouring property;
- 4.22 Not to engage in behaviour which could be construed or perceived as harassment by whatever means but in particular by reason of or by reference to any other person's gender, race, colour, nationality, religion, disability or sexuality;
- 4.23 Not to do or cause or permit anyone else to do anything in the Accommodation which may endanger the health or safety of other licensees or employees of the Licensor or which contravenes legislation for the time being in force or which contravenes the Licensor's safety policies, including any fire safety policy;
- 4.24 Not to obstruct the accessways or communal areas;
- 4.25 Not to alter or interfere with the utility supply or change the supplier of utilities to the Accommodation or communal areas;
- 4.26 Not to do anything which will invalidate or increase the premium of any policy of insurance in respect of the Accommodation;
- 4.27 To observe any reasonable rules and regulations and policies the Licensor makes and notifies to you from time to time governing your use of the Accommodation, including but not limited to the Student Handbook;
- 4.28 To be responsible for the behaviour of your visitors;

- 4.29 To allow access to the Licensor/its agents once a week to clean the common areas of the Accommodation;
- 4.30 To be respectful of others within your annexe accommodation not all of which may be full time students. The college reserves the right to use the accommodation for other residents where appropriate.
- 4.31 To leave the Accommodation in a clean and tidy condition and to remove all your possessions at the end of the licence. This is still applicable despite students returning the following term. The accommodation is occupied by other residents during Easter and Summer Vacations;
- 4.32 To pay to the Licensor all costs reasonably incurred in enforcing your obligations or arising from a breach of them.

5 THE LICENSOR'S OBLIGATIONS

- 5.1 To pay the relevant suppliers the utilities costs;
- 5.2 To pay the Council tax in respect of the Accommodation;
- 5.3 To pay the TV Licence fees in respect of communal areas. The Licensor is not responsible for licence fees in respect of TVs in the Accommodation and this remains the responsibility of the Licensee; ;
- 5.4 To insure the building. The Licensor's insurance does not cover your possessions. You are advised to insure your own possessions;
- 5.5 To refund the deposit payable in accordance of clause 10.2 to the Licensee following termination of this licence, provided that:
 - 5.5.1 the Licensor may deduct such proportion of the deposit as may be necessary to make good any failure by the Licensee to (i) pay the whole or any part of any sums due to or recoverable by the Licensor and (ii) observe and perform any of the obligations of the licensee contained or referred to in this Agreement; and
 - 5.5.2 any remaining deposit may be withheld by the Licensor and set off as a credit against the deposit payable under the terms of any new accommodation agreement entered into between the Licensor or the Licensee for the following academic year.

6 HEALTH AND SAFETY

- 6.1 The Licensor confirms that the Gas Safety (Installation and Use) Regulations 1998 have been satisfied;
- 6.2 The Licensor confirms the electrical appliances provided by the Licensor are safe and, where appropriate, all appliances are subject to a Portable Appliance Test at the appropriate frequency.
- 6.3 The Licensor reserves the right to remove any item of electrical equipment that has either failed a Portable Appliance Test or is deemed to be a health and safety risk;

6.4 The Licensor reserves the right to remove any item that poses a risk to Licensees or the Licensor's property. Where the item belongs to a Licensee, the Licensor will provide at least 24 hours notice, unless the item presents an immediate threat to student or staff wellbeing.

6.5 You must not bring onto the Accommodation or store at the Accommodation any firearms, offensive weapons or materials that are explosive, inflammable, noxious, toxic or caustic.

7 OUR RIGHT TO RELOCATE

7.1 We reserve the right to move you to similar alternative accommodation in any circumstances including, but not limited to, the following:

7.1.1 If works are being carried out to the Accommodation, which mean that it is not suitable for occupation at the commencement of or during the period of this agreement;

7.1.2 For reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation OR that the Accommodation is unfit for occupation); or

7.1.3 Where we reasonably consider that it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation.

7.2 We will give you written notice of such relocation, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, considering the circumstances.

8 TERMINATION

8.1 The Licensor may terminate the Agreement at any time by serving notice on You if:

8.1.1 Any payment is overdue by 28 days or more;

8.1.2 You are in breach of this Agreement;

8.1.3 You do not have status as a full time registered student of West Dean College.

8.2 You may terminate the Agreement at any time by serving four weeks' written notice on the Licensor;

8.3 Refunds of Accommodation fees will be made in line with College's Refund & Compensation Policy.

9 MOVING OUT

9.1 When you move out, you must return all keys to the Licensor;

9.2 You must leave the Accommodation in a clean and tidy condition, removing all rubbish and cleared of all your belongings and place all furniture in the same position as at the start of this Agreement. Failure to do so will entitle the Licensor to recover from you the costs which it

incurs as a result. The inventory mentioned in clause 2.3 will be used as the basis for deciding if you have breached this Agreement. Costs may be recovered from your Deposit. The cost of damage, replacement of College property, additional cleaning, or the removal of rubbish within communal areas will be distributed between all tenants in the Accommodation, equally or otherwise, at the Licensor's discretion. Any remaining deposit will be returned to you. If the deposit is inadequate to cover the costs you will remain liable to the Licensor for such monies owed.

- 9.3 Failure to return keys will result in a charge equal to the cost incurred by the Licensor in obtaining replacement keys and/or locks;
- 9.4 The Licensor will be entitled to dispose of any property left at the Accommodation after you leave. You will reimburse the Licensor on demand the reasonable costs incurred by the Licensor in disposing of any unclaimed personal property.

**I have been given an opportunity to read the terms and conditions of this Licence Agreement
I understand that I should not sign it unless I am prepared to agree to keep to the terms and conditions.**

Signed (Licensee):

..... Print name:.....

Signed for the Licensor:



..... Print name: **Ian Graham**

Date (in full)