

THE GRIMSBY INSTITUTE OF FURTHER AND HIGHER  
EDUCATIONHalls of Residence  
LICENCE AGREEMENT

## TERMS OF OCCUPANCY 2018/19

This is a formal document intended to create legally binding obligations between the Learner/Employee and the Grimsby Institute of Further and Higher Education. The agreement is in place to ensure the protection of rights of both the Tenant and the Landlord – the Tenant must ensure they have read and fully understand this document before committing to the Tenancy. If anything is unclear, please ask the Accommodation Office for clarification.

## Declaration

I understand and agree to the terms and conditions outlined in the License Agreement provided by the Grimsby Institute of Further and Higher Education. I subscribe to the rules and values that govern residence, and that I understand the consequences of breaching the agreement.

Commencement Date:

End of Term :

<i>Tenant (signature)</i>	<i>Landlord (signature)</i>
<i>Tenant (print name)</i>	<i>Landlord (print name)</i>

**Declaration:**

The Grimsby Institute Group (The Group) is committed to protecting and respecting any personal information you share with us. The Group collects and processes personal data relating to its tenants under GDPR Article 6c (Legal Obligation) to meet its obligations as a Landlord.

This form will be converted into an electronic document and stored within a secure network. Data collected will be held for a 4 year period. The paper copy will be destroyed within 30 days from the date on this form.

**Your rights:**

As a data subject, you have a number of rights. You can: access and obtain a copy of your data on request; require the organisation to change incorrect or incomplete data; require the organisation to delete or stop processing your data, for example where the data is no longer necessary for the stated purposes of processing; object to the processing of your data where the organisation is relying on its legitimate interests as the legal ground for processing. Further information on your rights can be found at <http://www.grimsbyinstitutegroup.co.uk/grimsby-institute-group-policies.php>

- I certify that the above information is correct and complete
- I have read and understood this declaration.

Signed: \_\_\_\_\_

## Definitions

**Tenant-** Refers to the occupant of the accommodation

**Landlord-** Includes a reference to the Grimsby Institute of Further and Higher Education and all of its employees

**Guest-** A guest refers to an individual requested to attend to the premises of which is not a resident.

**License Fee-** The fee for the agreed License period of which is payable by the Tenant

**License Period-**The length of Tenancy from the commencement of the License agreement until the agreed termination of the License agreement defined on contract

**Emergency-** An emergency shall be defined by:

- (a) Risk of life or substantial damage to property
- (b) Smell of gas
- (c) Major water leak resulting in flood and immediate danger to the structure, services or fixtures/fittings
- (d) Major loss of power
- (e) Smell of burning (electrical) zf
- (f) Major structural damage, e.g. ceiling collapse
- (g) Main drain blockage
- (h) Substantial lighting faults on staircases, landings and areas likely to be a Health and Safety issue

**Common Area-** The common areas are in reference to the corridors, kitchens, lounges, laundry facilities, toilets and bathroom areas of the accommodation

**Bedroom-**The part of the premises occupied by you as an individual

**Minors-** Refers to an individual under the age of 18.

## 1. Occupancy

- 1.1 The license can be held to occupy the residency if the all of the following are met:
  - The Individual is a student or employee of the Grimsby Institute of Further and Higher Education;
  - The Individual is over the age of 18 on the commencement date of the license agreement; and
  - The License fee is paid in the agreed timeframe.
- 1.2 The Tenant will be held liable for the entire license fee for the agreed license period unless the agreement can be terminated under one of the following conditions:
  - A break of the agreement is requested by the Tenant and another individual who is eligible to be a Tenant (see 1.1) within the accommodation is able to move into the same bedroom within five working days after the proposed end of the Tenancy. That individual must be willing to commit to financing at least the minimum remaining outstanding accommodation fees invoiced from the proposed tenancy end date until the original tenancy end date and agree to the terms and conditions of contract prior to the agreed end of original Tenancy;
  - A formal withdrawal/resignation from a course/employment at The Grimsby Institute of Further and Higher Education has been made within 14 days of the commencement of the license agreement. This must be accompanied by an acknowledged written withdrawal of the Tenancy to be provided to the Accommodation Team;
  - The Grimsby Institute requires the bedroom for alternative use and will credit the remaining outstanding fees liable, and if necessary refund overpaid fees
  - The room and/or accommodation becomes inhospitable due to a fault on behalf of the Landlord, forcing the need for evacuation of the room and/or building;
  - The Tenant falls critically ill and is forced to relocate; or
  - The Tenant dies.
- 1.3 The Landlord withholds the right to terminate the License agreement and seek possession if the Tenant:
  - is deemed to be in breach of the terms and conditions of License by the Landlord;
  - has been violent or abusive towards a fellow learner, occupant or staff member of the Grimsby Institute of Further and Higher Education;
  - refuses or is unable pay fees, charges or penalties issues by the landlord's
  - has been found in possession of class A, B or C drugs as well as other substances deemed illegal under UK law; or
  - breaches UK law.

## 2. License Fee and Penalties

- 2.1 The Tenant must pay the License fee for the duration the Tenancy period.
- 2.2 If a booking fee is required, this will be payable in advance of the License Agreement commencement date and will then become the whole or part of the Tenant's deposit for the duration of the agreement. If the agreement is broken, or the Tenancy ends before the agreed date, the booking fee/ deposit will be nonrefundable in all cases.
- 2.3 After the inception of the License Agreement, the Landlord will provide the Tenant with a copy of the original invoice raised quoting the Tenant's forename(s), surname(s), address, tenancy start and end dates, particulars and payment options.
- 2.4 All invoiced fees must be paid by the terminations or end date of contract. Any fees not paid by this date will be requested by a debt collection authority.
- 2.5 The complete booking fee is only refundable upon completion of the tenancy period, based

on all invoiced accommodation fees being paid and no penalty charges being accrued. If a surrender of contract is agreed the booking fee will be non-refundable.

- 2.6 The total invoiced license fee must be paid either in one single payment, or organized into a payment of which must be established in conjunction with this agreement regarding the proposed payments for the duration of the Tenancy.
- 2.7 The Landlord withholds the right to make additional penalty charges to the Tenant during or after the license agreement on an 'open book' basis.
- 2.8 Damage incurred on the premises including in communal and bedroom areas will be assessed on a case by case basis and a charge will be determined for repair by the landlord
- 2.9 All residents registered to the particular accommodation subject to mistreatment will be liable to pay an average amount to contribute unless an individual/group of tenants can be attributed to the damage/infracton.
- 2.10 An invoice for repair and penalties will be provided to the Tenant(s) and will subtracted from their Booking Fee.
- 2.11 Depending on the nature of the damage carried out by the Tenant, the Landlord reserves the right to start proceedings under its Disciplinary Policy.
- 2.12 If the pre-paid booking fee is exhausted during the license period additional charges will apply.
- 2.13 If for any reason a pre-arranged payment date cannot be met, a notice of at least five working days must be given to the Landlord. Failure to give notice will result in the commencement of the Landlords disciplinary procedure.
- 2.14 International students that have been accepted onto a study programme are not eligible to set up a three stage payment plan and are required to pay the first full invoiced accommodation fees prior to the tenancy start date unless otherwise agreed with the Landlord.
- 2.15 Financial details and invoiced or credited amounts will be kept strictly confidential unless permission is given to the contrary by the tenant.
- 2.16 If the Tenant fails to complete the duration of the License Agreement due to opting to leave, or being withdrawn from accommodation and/or their academic studies, the full invoiced amount remains payable and will be pursued by the landlord's Credit Control Department unless the conditions correspond with the break clause (see 1.2).

Charge	Reason
£30.00	Lost/replacement key
£50.00	Personal belongings and/or rubbish remaining in the bedroom or communal areas on departure
£100.00	Fire/burglar alarm activation under non-essential circumstances (per activation)
£50.00	Removal/immobilization of fire prevention equipment (per item)
£35.00	Changing bedrooms during your tenancy period

- 2.17 The Booking Fee refund form included in this agreement must be completed and returned to the landlord in order for the Tenant to request their deposit return.

### 3. Access

- 3.1 The Landlord, and those authorized by it, reserve the right to access the communal areas of the property at any time during the license period with no given notice.
- 3.2 The Landlord can access the confines of a bedroom at any time without permission of the Tenant on the basis that 48 hours written notice is given to the Tenant.
- 3.3 The Landlord can access the bedroom area at any time without prior notice to the Tenant if:
  - there is an emergency;
  - there is suspicion of criminal activity;
  - the Tenant is thought to be in breach of the license agreement terms and conditions;
  - to remove any unauthorized guests; or
  - there is equipment that is thought to reasonable be a risk or threat to other residents, guests, Landlord or third party.

### 4. Tenant Use, Maintenance and Cleanliness

- 4.1 The Tenant must clean and maintain the bedroom area (including wash basin and en-suite bathroom) to ensure that maintenance teams can safely attend and remedy faults, and health and safety regulations are adhered to in order to ensure the wellbeing of both the Tenant and other residents.
- 4.2 Bins must be emptied on a regular basis and taken to the central removal area outside of the accommodation.
- 4.3 It must be ensured that no damage or deformation is caused to any assets, surfaces, fixtures or furnishings at the property of residence by the Tenant. Doing so will result in further charges and penalties (see 2.7,2.8,2.9).
- 4.4 No furniture provided by the Landlord at the commencement of the license may be removed from the bedroom at any time.
- 4.5 Items are permitted to be attached to the walls and surfaces of the premises via temporary fixtures only e.g. Sticky-tape. No screws, nails, tacks or items that are likely to pierce the wall are permitted.
- 4.6 The Tenant is responsible for all activities within the bedroom, including damage and breaches of the agreement caused by a third party.
- 4.7 No electrical cooking aids or appliances, inclusive of mini fridges and freezers, may be used within a bedroom at any time. However, a kettle or mini fridge may be permitted on prior permission of the Landlord.
- 4.8 Televisions are permitted, however it is the tenant's sole responsibility to obtain either a colour or black and white Television License for the confines of a bedroom. It is also the responsibility of the tenant to purchase a portable aerial connection in order to operate and receive pictures through the TV device. The landlord does not and will not supply a hard wired aerial device.
- 4.9 Additional peripherals are permitted to be used in conjunction with the television(s) provided, however any damage caused to the television as a result of a third party device may be treated as misconduct.
- 4.10 Clothes lines and any other associated products are not permitted. In addition, the drying of clothes within the confines of a bedroom is also not permitted.
- 4.11 It is forbidden to sub-let the bedroom to any other individual or group.
- 4.12 Kitchen areas must be kept hygienic and clean including all kitchen facilities, such as cookers, fridges and microwaves. All waste food must be cleaned into a bin and not poured down a wash basin.
- 4.13 Any belongings let in communal areas for a duration 24 hours or longer will be removed

and disposed of at the discretion of the Landlord.

- 4.14 The Tenant must have consideration and respect for other occupants of the accommodation.
- 4.15 The Tenant must not remove/unplug any electrical equipment provided by the landlord in communal areas.
- 4.16 Any maintenance faults that occur must be reported as soon as possible either via the electronic reporting system or directly to the landlord as per the maintenance procedure presented at check-in.
- 4.17 No attempt will be made by the Tenant to repair faults, including requesting a third party to attempt repair.
- 4.18 All personal belongings must be removed or disposed of prior to the end of license agreement. Any items left within the communal areas or bedroom areas at the end of agreement will be disposed of or donated to charity. The Tenant will be responsible for any charges incurred for this process.

## 5. Health and Safety

- 5.1 Smoking is not permitted in the property at any time and is only permissible within the designated external smoking areas.
- 5.2 Only one appliance per plug socket is permitted. Multi plug adapters are forbidden. International energy converters are only permitted after PAT testing (Portable Appliance Testing) by the responsibility of the Tenant.
- 5.3 Naked flames such as candles are not permitted.
- 5.4 Ensure that all cookers, microwaves, hot and cold taps, toasters and other kitchen equipment are turned off completely after use.
- 5.5 The Tenant agrees that he/she is fully aware that covering or removing any fire prevention equipment is a serious breach of health and safety regulations which could warrant gross misconduct under the landlord's disciplinary policy.
- 5.6 The Tenant must not change from their allocated room without permission of the Landlord.
- 5.7 Fireworks are not permitted on the premises.
- 5.8 Weapons are not permitted, including blades, firearms, blowtorches, air rifles and other examples of offensive weapons deemed dangerous by the landlord.
- 5.9 Behavioral misconduct will be managed in line with the Landlords Learner Disciplinary Policy. This may result in exclusion from the Grimsby Institute.
- 5.10 Illegal and illicit substances are not permitted, including class A, B and C drugs and other substances deemed illegal under UK law. If the tenant/guest is found in possession they will be required to leave the residence immediately and the Landlord will seek possession. The Tenant will remain liable for the license agreement in full. The landlord will then instigate the Institutes Substance Misuse Policy for academic disciplinary action to be taken. This may result in exclusion from the Grimsby Institute.
- 5.11 The Tenant agrees that all necessary fire safety and evacuation information has been provided and that they understand the Landlords fire evacuation procedures
- 5.12 The Tenant is aware of the procedure when dealing with an emergency between 17:00-09:00 Monday to Thursday and 16:30-09:00 Friday to Monday and acknowledges that contact information has been provided.
- 5.13 Portable Appliance Testing (PAT) for devices being brought into the accommodation is a compulsory requirement, it is the Tenant's responsibility to ensure that all their portable appliances are tested and comply with the PAT regulations.

- 5.14 The Tenant must take the appropriate actions to ensure the property remains secure, including shutting all windows and locking doors when not monitored.

## 6. General

- 6.1 The Tenant agrees that he/she will complete any paperwork required by the landlord including providing the landlord with up to date contact information, any changes in circumstances, including financial, accommodation issues, contact details and medical information must be supplied immediately to the Landlord.
- 6.2 Noise must be kept to an acceptable level.
- 6.3 Tenants must be respectful to other residents within the property and maintain acceptable behavior standards. Where behavior is deemed unacceptable, or the Tenant becomes abusive or threatening to other Residents the Institutes Learner Disciplinary Procedure will be instigated.
- 6.4 All personal items within the confines of a bedroom are not covered by any insurance policy until the tenant agrees and confirms to the Endsleigh Student Block Insurance policy provided at the start of the tenancy agreement
- 6.5 The Landlord accepts no responsibility for loss or damage to personal belongings outside of a bedroom which is not protected under the Endsleigh Student Block Insurance Policy.
- 6.6 Internet access will adhere to the Landlord's Internet Usage Policy. It is the sole responsibility of the Tenant to purchase/supply an Ethernet cable required to access the internet.
- 6.7 A request for relocation of room will be considered on a case by case basis and will only be possible prior to the end date of the tenancy agreement with approval from the landlord and payment of the designated charge.
- 6.8 Animals, birds and fish are forbidden.
- 6.9 Guest are permitted onto the premises. Between the hours of 11:00 and 23:00. Outside of these hours, including overnight guests, the Tenant must have obtained 24-hour prior written permission from the Landlord. The Landlord reserves the right (with reasonable discretion) to reject a guest request or to remove a Guest from the premises at any time.
- 6.10 All Tenants must abide by the Landlords Guest Policy ensuring their Guest is aware of and will follow all fire procedures, Terms of Occupancy and Health and Safety Guidelines.
- 6.11 The Tenant is responsible for their guest at all times whilst at the accommodation and will be held responsible for any damages, maltreatment or breach of policy their guest may incur.
- 6.12 Minors are strictly forbidden at the premises without the permission of the Landlord
- 6.13 The Tenant must vacate the property during the Christmas period as specified by the Landlord. The Tenants possessions are permitted to reside within the property at this time.
- 6.14 The Tenant agrees to vacate the accommodation no later than the final date agreed in the license agreement where requests to leave prior have not been made. Any requests for an extension must be made in writing no later than 15 working days prior to the Tenancy end date. The Tenant must complete the relevant form and pass to the Accommodation Officer prior to leaving the accommodation.
- 6.15 On departure, the main door, bedroom and any additional keys or access cards must be handed back to the landlord where a signature will be required to prove submission. Any keys not returned will incur a penalty charge.
- 6.16 On termination of the agreement, either by the agreement ending or the agreement been withdrawn the Tenant must ensure that the bedroom and any communal areas are clean and free from any of personal belongings ready for inspection by the landlord. Failure to comply with this may result in additional fines.
- 6.17 Once the termination dated or agreed end date has reached, the Tenant forfeits the right



to have access to the accommodation. Security access will be removed. Any property left in within bedrooms will automatically become the property of the Landlord who withhold the right to dispose of any such property of their own free will. In addition to this it is permissible for the Landlord to charge the Tenants account any fees necessary in order to make the room habitable for the next occupant, this includes the removing of any items, cleaning the room and replacing the locks.

## 7. Landlord Responsibilities

- 7.1 Cleaning will be provided in the communal areas every working weekday, including the kitchen(s), student lounge(s), toilets and showers and corridors where possible. This does not include cleaning, washing up or tidying of personal items, kitchen facilities such as cookers, fridges and microwaves are not included and should be cleaned after use by residents.
- 7.2 The Landlord will use its endeavors to keep the property adequately heated and lit
- 7.3 The Landlord will provide 24 hour security cover to all halls of accommodation, subject to equipment failure. This service will be provided by a way of CCTV coverage which will be monitored from the central security hub based at Nuns Corner.
- 7.4 The surrounding grounds will be endeavored to be maintained.
- 7.5 Damage will be assessed using periodic and check-out inventories for bedrooms with suitable notification supplied to the Tenant
- 7.6 The Landlord withholds the right to enter the bedroom areas and remove any items or personal belongings of the Tenant from the premises if thought to be a hazard to themselves or other residents.
- 7.7 Verbal, written or electronic notice will be given to a tenant regarding large scale maintenance works in and around the site if it is deemed that it will cause inconvenience
- 7.8 Component issues that exist within the accommodation, such as IT, health and safety, security, maintenance and cleaning will all be referred to the relevant departments if raised with the Landlord with the endeavor to resolve emergency maintenance will be responded to within one hour, essential maintenance within five working days and non-essential maintenance will be completed within twenty working days. Where these timescales cannot be met, reasonable notice will be given to the Tenant.
- 7.9 The landlord confirms that it shall not release any data it holds on the tenant to any 3<sup>rd</sup> party without prior written consent of the tenant, unless legally obliged to do so.
- 7.10 Fire and safety information will be displayed in every bedroom and on designated communal notice boards around the building.
- 7.11 Landlord and emergency contact information will be displayed in every bedroom and on designated communal notice boards around the building.
- 7.12 For breaches of UK law, these cases will be referred to the Police with the support of the landlord.
- 7.13 If for any reason a Tenant is not satisfied with the service they have received, they have the right to field a formal complaint under the landlords Complaints Procedur



