

AshenhurstHouses

Licence Agreement 2010/11

The University of Huddersfield's preferred recommended & approved accommodation

Please sign and forward to:

Ubrique Investments Limited
Accommodation Office
The University of Huddersfield
Queensgate, Huddersfield HD1 3DH

Agreement dated: _____

(Date to be entered by an authorised representative of the Company)

BETWEEN:

(1) **Ubrique Investments Limited** ("the Company")
Guernsey registered Company (No 39364) whose
registered office is at Suites 13&15 Sarnia House, Le Truchot
St Peter Port, Guernsey, GY1 4NA

(2) _____ ("the Resident")

PLEASE PRINT NAME IN BLOCK LETTERS

Address:

This Agreement is not intended to confer exclusive possession upon the Resident or to create the relationship of landlord and tenant between the parties. The Resident shall not be entitled to an assured tenancy or a statutory periodic tenancy under the Housing Act 1988 or to any other statutory security of tenure now or upon the determination of the Agreement.

The Company has appointed Ubrique Services Limited as its agent to collect all sums due under this Agreement. This Agreement is not effective unless it has been dated by an authorised representative of the Company.

The guarantors named at the end of this Agreement are joined in to guarantee that the Resident complies with his or her obligations in this Agreement.

1. LICENCE

- 1.1. This Agreement allows the Resident to occupy a Room in the Hostel on the terms set out in this Agreement, such Room to be allocated by the Company.
- 1.2 The Room allocated to the Resident, from time to time, under this Agreement including all furniture and furnishings is referred to in this Agreement as "the Room".
- 1.3 Ashenhurst is referred to in this Agreement as "the Hostel".
- 1.4 The duration of this Agreement will be as follows:

Full Year Students (43 weeks)	04.09.10 – 02.07.11
Semester 1 Students (18weeks- not applicable for full-time students)	04.09.10 – 08.01.11
Semester 2 Students (25 weeks- not applicable for full-time students)	08.01.11 – 02.07.11

**These are provisional dates provided by the University and may be subject to change.*

**Semester students are accommodated at Ashenhurst only and there is limited availability.*

**Early arrivals or late departures will be charged at the relevant weekly rate.*

- 1.5 The duration of this Agreement includes the Christmas and Easter vacations as appropriate and any period during which the Resident is away from the University;
- 1.6 Subject to clause 1.8, the Company will not refund any accommodation charges for such periods of time as the Room is unoccupied for any reason;
- 1.7 This Agreement may be terminated by the Company in any of the circumstances set out in Clause 4.3;
- 1.8 If the Resident vacates the Room, in circumstances which are not specified below, the Resident will remain liable for the full accommodation charges for the duration of the Agreement:
- (a) the Resident leaves or for any reason is asked to leave their study program by the University and the Resident finds another student, who is not already in a Hostel or a waiting list for a Hostel and who is reasonably acceptable to the Company, to enter into a replacement Agreement;
 - (b) the Resident leaves as a result of the Company's material breach of the Agreement which has not been remedied within 30 working days of the breach;
- 1.9 Should this Agreement be terminated pursuant to clause 4.3 the Resident will remain liable to the Company in damages for an amount equivalent to the accommodation charges which would have been payable to the Company for the duration of this Agreement had the Agreement not been so terminated;

2. OBLIGATIONS OF THE RESIDENT

The Resident will:

- 2.1 pay a booking fee of £50.00, and a deposit of £150.00.
- 2.2 pay the charges set out in the table below as follows:

Autumn Term - by no later than - **October 2010**

Spring Term - by no later than - **January 2011**

Summer Term - by no later than - **April 2011**

- (a) in the case of First Year Students, the charges are as follows:

Ashenhurst Houses	Dates	Weeks	Early Booker*	Rent
Standard Single	04/09/10 – 02/07/11	43	£ 2749.85	£ 2964.85
Deluxe Single	04/09/10 – 02/07/11	43	£ 3179.85	£ 3394.85

**Early booker rate applied if accommodation is booked prior to 31/01/10*

- (b) in the case of Re- Booking students the charges are as follows:

Ashenhurst Houses	Dates	Weeks	Early Booker*	Rent
Standard Single	04/09/10 – 02/07/11	43	£ 2749.85	£2964.85
Deluxe Single	04/09/10 – 02/07/11	43	£ 3179.85	£3308.85

**Early booker rate applied if accommodation is booked prior to 31/01/10*

(b) in the case of Semester 1 and Semester 2 students the charges are as follows:

Ashenhurst Houses	Dates	Weeks	Rent
Deluxe Single – Semester 1	04/09/10 – 08/01/11	18	£1421.10
Deluxe Single – Semester 2	08/01/11 – 02/07/11	25	£ 1973.75

N.B All charges are based on a weekly rate only and cannot be broken down into individual days.

Please note: all Overseas (non E.U.) and Semester students are required to pay in full prior to arrival.

2.3 ensure that any payments to Ubrique Services Limited (as agent of the Company) are paid by any one of the following. All cheques should be made payable to ubrique SERVICES Limited.

(Please tick the relevant method):

Direct debit Payment in Full

2.4 agree to pay an administration fee of £50 for any amendment to the direct debit mandate.

2.5 agree that if no payment has been made to Ubrique Services Limited (as agent of the Company) in compliance with clause 2.2, or no arrangement to pay has been made with the Company, the Company reserves the right to require students to vacate their residences immediately and the Resident will, subject to clause 1.8 of this Agreement, remain liable for the accommodation charges for the duration of this Agreement;

2.6 ensure that the Room is locked whenever the Resident is not in occupation and that main entrances to the building in which the Room is located are secure at all times. The Company reserve the right not to investigate any incidents which occur while the Room is not locked;

2.7 not allow any non-resident access into the Hostel, unless the resident asks for authorisation to allow one guest for one night, in any one week, providing that the following provisions are met:

- (a) authorisation must be obtained from the Accommodation Office for all guests prior to their arrival;
- (b) all guests must be signed in at Reception/the Safety & Support Office;
- (c) residents are responsible for the actions of their guest(s) and will, therefore, be held liable for any disruption or damage that may be caused;
- (d) residents must not allow entry to a non-resident unless satisfied that the person is a genuine guest of a resident;

2.8 not share or part with possession of the Room (save in the case of a twin or double room shared with another Resident and authorised by the Company);

2.9 not smoke or allow a guest to smoke within the Bedroom, Lounge, Kitchen or any other communal areas of the smoking area/building while any duly authorised officials, employees or agents of the Company are present.

2.10 not smoke or allow a guest to smoke within the Bedroom, Lounge, Kitchen or any other communal areas in any area/building designated as non smoking. Failure to comply with this clause will result in a charge of £100 being levied for breach of this agreement

2.11 not alter or decorate the Room or the Hostel;

2.12 not remove any furniture or furnishings from the Room or the Hostel;

2.13 keep the Room, the Kitchen (including all kitchen appliances) and all other communal areas in the hostel clean and tidy;

- 2.14 ensure that all food is stored away and that all cooking equipment and crockery is washed and cleared away each day;
- 2.15 ensure all refuse is removed and placed in the relevant external waste bins provided, in accordance with site recycling procedures;
- 2.16 not cause any damage to the Room, the Kitchen or other communal areas of the Hostel;
- 2.17 report any damage which is caused to the Room, the Kitchen and other communal areas of the Hostel as soon as possible to Reception/the Safety and Support Office. Unreported damages might lead to a fine levy by the Company;
- 2.18 pay on demand for the cost of repairing any damage caused to the Room plus an administration charge of £10.00;
- 2.19 pay on demand an equal share of the cost of cleaning the Kitchen (including all kitchen appliances) and other communal areas of the Hostel required as a result of the Resident failing to comply with his/her obligations under this Agreement or as a result of other residents failing to do so plus an administration charge of £10.00 per Resident;
- 2.20 pay on demand an equal share of the cost of repairing damage caused to the kitchen and other communal areas inside and outside the Hostel plus an administration charge of £10.00 per Resident, where such damage or loss cannot be attributed to a particular individual. An appeal against unattributed damage may be made in writing with supporting evidence to the Company within 14 days of notification of damage;
- 2.21 not to lose the key to the Room or disclose the key code and if the key to the Room is lost or the key code disclosed, report this immediately to Reception/the Safety and Support Office and pay on demand for the cost of a replacement and/or resetting of key code;
- 2.22 pay on demand a £100 charge for any breach of this agreement and any rules and regulations specified in clause 2.32 plus an administration charge of £10.00 per Resident;
- 2.23 allow any duly authorised officials, employees or agents of the Company to gain access to the Room or the communal area of the Hostel on reasonable notice (save in the case of emergency or where the Company has reason to believe that a criminal offence or breach of this agreement has been committed);
- 2.24 not do (or cause anything to be done) on or near the Room or the Hostel which might interfere with or disturb the comfort, study or sleep of others and in particular not to use any radio, television or musical equipment (other than with headphones), at such levels that cause disturbance to other residents, between the hours of 11.00 pm and 8.00 am;
- 2.25 not bring anything into the Room or the Hostel of a combustible, flammable, dangerous or illegal nature (including, for the avoidance of doubt any illegal drugs, illegal substances or dangerous weapons to include any type of fire arm, actual or replica);
- 2.26 not use any personal domestic appliances (such as heaters, washing machines, tumble dryers, fridges (including mini drinks fridges), freezers, cooking equipment, kettles and toasters) in the Room or communal areas or kitchens, except the domestic appliances provided by the Company;
- 2.27 be allowed to use in the Room electrical equipment such as personal computers, televisions, radios, equipment for playing recorded music, clocks or hair dryers, subject to the electrical equipment having an up to date test certificate (PAT tested);

- 2.28 not bring or store any bicycle into the Room or the communal area of the Hostel;
- 2.29 not bring or keep any animal, bird, reptile, fish or insect in the Room or Hostel;
- 2.30 not engage in any violent, illegal, disorderly, threatening or offensive behaviour in or around the Room or the Hostel;
- 2.31 vacate the Room at the end of the Agreement. Return the key to Reception/the Safety & Support Office;
- 2.32 comply with site rules and regulations:
- (a) health, safety and fire regulations. The misuse or abuse of any fire equipment will not be tolerated and will be dealt with severely;
 - (b) smoking regulations;
 - (c) parking regulations;
 - (d) any other regulations which the Company may publish from time to time, provided the Company has made reasonable attempts to bring such regulations to the Resident's notice.
- 2.33 carry student identification cards at all times;
- 2.34 not vacate the Room (without prior agreement with the Company) for a period exceeding 28 days;
- 2.35 pay a late payment charge or interest at the rate of 4% above the base rate from time to time of National Westminster Bank PLC on any sums payable under this Agreement which are not paid on the due date;
- 2.36 pay a set fee of £25.00 on any sums payable under this Agreement which are returned unpaid.
- 2.37 pay the Company on demand on an indemnity basis all claims, demands, action proceedings liabilities, losses liabilities and damage suffered or incurred by the Company (including professional costs disbursements and expenses) in relation to:
- (a) the recovery of any sums due from the Resident;
 - (b) enforcing or requiring the Resident to put right any breach of the provisions of this Agreement.

3. OBLIGATIONS OF THE COMPANY

The Company will:

- 3.1 allow the Resident to occupy the Room and to use the kitchen and other communal areas of the Hostel for the period of this Agreement;
- 3.2 test, inspect and maintain fire detection and fire fighting equipment;
- 3.3 address reported faults and complaints with as little delay as practicable.

4. PROVISOS AND AGREEMENTS

The Company and the Resident agree that:

- 4.1 the Company may require the Resident to relocate to another room within the same Hostel; the Company reserve the right to charge the Resident a fee of £30 for relocation requested by the Resident;
- 4.2 when the Resident is in breach of any obligations the Company may require the Resident to relocate to another room in any other hostel or in other accommodation owned or controlled by the Company;

4.3 the Company may terminate this Agreement at any time by giving written notice to the Resident if:-

- (a) the Resident is in breach of any of the obligations of the Resident set out above;
- (b) the Resident vacates the Room (without prior agreement with the Company) for a period exceeding 28 days;

provided that such termination is without prejudice to any liability on the part of the Resident to, subject to clause 1.8 of this Agreement, pay to the Company any sums due to the Company under this Agreement;

4.4 the Company may destroy or otherwise dispose of any personal belongings left in the Room at the end of this Agreement;

4.5 the Company is not liable for the loss of or damage to any personal property of the Resident however such loss or damage may be caused other than damage or loss caused by the proven negligence of the Company or its employees;

4.6 the Company may make deductions from the deposit throughout the residency in reference to clauses 2.16, 2.17, 2.18, 2.19, 2.20 and 2.21 of this Agreement. If during the residency the balance of the deposit falls below £150.00 as a result of deductions made, the resident will immediately pay any shortfall to ensure that the deposit is maintained at £150.00. Failure to maintain the balance of the deposit will result in an administration fee being levied. The deposit will become refundable if all contractual obligations have been met and fees have been paid in accordance with the payment terms and no additional damage has been found;

4.7 this is a legally binding Agreement and the Resident should, if unsure about their position, seek independent legal advice. The Company is not obliged to release any Resident who wishes to cancel or terminate this Agreement.

4.8 unless you have already moved into the accommodation, you may cancel your Agreement (by giving us written notice of cancellation), at any time during the period ending on the date, 7 days after the date of the agreement being signed by you. If you cancel the Agreement in those circumstances, we will make no charge and will return the booking fee and deposit in full. However, once you move into the accommodation or the Agreement is signed face to face with a representative of the Company, you lose any right to be released from the Agreement, other than in circumstances set out in paragraph 4.12 below,

4.9 outside the Initial Cancellation Period, but before the Final Cancellation Date, you may cancel your Agreement (by giving us written notice of cancellation), on payment of a £100 cancellation fee. The Final Cancellation Date is 90 days prior to your Agreement starting.

4.10 if, after the Final Cancellation Date, you would like to be released from your Agreement and you have found a replacement student to take over your Agreement prior to your Agreement start date, we will release you from your Agreement on payment of a £100 cancellation fee. Your deposit will then be refunded to you.

4.11 if, after the Final Cancellation Date, you would like to be released from your Agreement but you have not found a replacement student to take over your Agreement prior to your Agreement start date, then, subject to paragraph 4.12 below, you will remain liable for the full contractual rent.

4.12 if a replacement student is found by you or ourselves part way through your contract, we will release you from your Agreement, from the date the new student takes occupancy, upon payment of a £100 cancellation fee. Your deposit will then be refunded.

**Please note that Ubrique will only attempt to find a replacement tenant for you once full occupancy has been achieved for the accommodation sites.*

4.13 any notice required to be given by the Company to the Resident may be served by delivering it to the Room or by posting it by recorded delivery or first class post to the Resident's known home address;

I understand and agree to the terms of this Agreement.

Signed by the Resident:

Print Name:

Date:

Signed on behalf of the Company:

GUARANTEE (to be signed by two Guarantors over the age of 21)

In consideration of the Company entering into this Agreement with the Resident, the Guarantors hereby covenant with the Company, as principal debtor, that:

1. the Resident will pay all sums due under this Agreement on the date upon which they are due and observe and perform the provisions of this Agreement;
2. if the Resident does not pay any sum due under this Agreement on the date on which it is due, the Guarantors unconditionally guarantee due payment of all monies payable to the Company under this Agreement within the time period set out within this Agreement and the Guarantors agree to pay to the Company immediately on written demand any money so payable;
3. if the Resident is in breach of any provision of this Agreement, the Guarantors will put the breach right on demand;
4. the Guarantors will pay the Company on demand on an indemnity basis all claims, demands, actions, proceedings liabilities, losses liabilities and damage suffered or incurred (including professional costs disbursements and expenses) as a result of a breach of this Agreement by the Resident;
5. the Guarantors hereby agrees that the guarantee cautioned in this Agreement shall not be affected by any time or other indulgence the Company may see fit to grant the Resident; *(as there are two persons named as Guarantor the above obligations are joint and several obligations)*

Guarantor 1: (please print name in BLOCK LETTERS)

Full Name: _____ Title: _____

Full Postal Address: _____

Tel No: Home _____ Work _____ Mobile _____

Relationship to Resident: _____

Signature _____

Signed in the presence of: *(The witness should be neither of the Guarantors nor the Resident)*

Witness name: _____

Witness address: _____

Guarantor 2: (please print name in BLOCK LETTERS)

Full Name: _____ Title: _____

Full Postal Address: _____

Tel No: Home _____ Work _____ Mobile _____

Relationship to Resident: _____

Signature _____

Signed in the presence of: *(The witness should be neither of the Guarantors nor the Resident)*

Witness name: _____

Witness address: _____