

Host.

Where students are at home.

LICENCE TO OCCUPY

This License Dated: [TODAYS DATE]

between:

#_Licensor_Name># (The 'Licensor')

and:

##_Licensee_First_Name># ##_Licensee_Surname># (The 'Licensee')

##_Guarantor_First_Name># ##_Guarantor_Surname># (The 'Guarantor')

relating to:

##_Building_Name># (The 'Building')

Apartment or Room Number **##_Unit_Name>#** (The 'Property')

##_Unit_Portfolio># (Room Type)

DEFINITIONS

Date	[TODAYS DATE]
Apartment	A shared apartment comprising of the Room along with other bedrooms for the use of other occupiers and shared areas for the use of all occupiers of the Apartment.
Building	Building Name: ##_Building_Name># Building Address: ##_Building_Address>#
Common Areas	<p>Any common parts of the Building nominated from time to time by the Licensor for use by the licensees of the Building including but not limited to any:</p> <ul style="list-style-type: none"> a) which provide access to and between the Property; b) entrance hall, staircases and passageways; c) reception; d) visitor toilets; e) post rooms; f) lifts; g) paths and access roads; h) refuse disposal areas; i) laundry rooms; j) courtyard and landscaped areas; k) gardens, roof terraces and balcony areas; and l) common rooms including any gym, laundry room, lounges, kitchens, dining rooms, cinemas, workspaces, meeting rooms, gaming rooms, sitting rooms, garden rooms or any other advertised communal spaces.
Competent Authority	Any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.
Contents	Any equipment, furniture, and other items listed in the Inventory.
Guarantor	First Name: ##_Guarantor_First_Name># Surname: ##_Guarantor_Surname># Address: ##_Guarantor_Address>#
Inventory	The inventory of contents available with this Licence on the Licensee's Resident Portal.

Licence Start Date	##_Licence_Start>#
Licence End Date	##_Licence_End>#
Licence Fee	##_Weekly_Amount># per week ##_Licence_Amount_Total># in total
Licence Period	##_Length_of_Licence># being the period from and including the Licence Start Date to and including the Licence End Date.
Licensee	First Name: ##_Licensee_First_Name># Surname: ##_Licensee_Surname>#
Licensor	Name: ##_Licensor_Name># Company Number: ##_Licensor_Company_Number># Address: ##_Licensor_address>#
Managing Agent	Host Student Housing Management (UK) Limited (company number 07970798) whose registered office is at 9 Bonhill Street, London, EC2A 4DJ, which operates under the trading name or style of "Host" or such other agent acting on behalf of the Licensor as notified to the Licensee in writing from time to time.
Necessary Consents	All planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.
Payment Day(s)	##_Payment_Frequency># ##_Payment_Due_dates>#
Permitted Use	As a private residence for the Licensee on a non-exclusive basis.

Property	<p>Room Number: ##_Unit_Name>#</p> <p>Room Type: ##_Unit_Portfolio>#</p> <p>comprising of either a Room or a Studio at the Building.</p>
Regulations	<p>Any regulations, including the resident's handbook, fire safety agreement, fitness suite waiver, acceptable use policy, community agreement made from time to time by the Licensor or the Managing Agent that affect the Licensee's use or occupation of the Property or the Common Areas including any regulations made after the date of this Licence.</p>
Relevant Default	<p>A 'relevant default' as defined in paragraph 4(2) of Schedule 1 to the Tenant Fees Act 2019.</p>
Resident Portal	<p>The Managing Agent's portal, styled as the 'Host Resident Portal' at www.host-students.com for management of the Property and payment of the Licence Fee by the Licensee to the Managing Agent or such other portal notified to the Licensee by the Managing Agent from time to time.</p>
Room	<p>A bedroom within an Apartment.</p>
Schedule of Condition	<p>The schedule available with this Licence on the Licensee's Resident Portal recording the state of repair and condition of the Property at the date of this Licence.</p>
Service Media	<p>All media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.</p>
Studio	<p>A studio room comprising of a single room with a bed, bathroom, kitchen and living space.</p>
Utilities	<p>Electricity, gas or other fuel, water, sewerage or telecommunications services serving or consumed at the Property.</p>
Water Rates	<p>Water and drainage charges for the Property.</p>
Working Day	<p>A day when the UK clearing banks are open for business in the City of London.</p>

THIS LICENCE is made on the date set out at the head of this Licence between:

- (1) the Licensor; and
- (2) the Licensee; and
- (3) the Guarantor.

1. INTERPRETATION

In this Licence:

- 1.1 references to:
 - 1.1.1 the Guarantor include their personal representatives in the case of individuals who have died;
 - 1.1.2 the Property, the Building and the Common Areas include any part of it or them unless specific reference is made to the whole of it or them;
 - 1.1.3 an Act of Parliament or any legislation made under it are to that Act or legislation as amended from time to time and to any Act or legislation that replaces it;
 - 1.1.4 clauses and Schedules are to the clauses and Schedules to this Licence;
- 1.2 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 1.3 in this Licence, “includes”, “including” and similar words are used without limitation or qualification to the subject matter of the relevant provision;
- 1.4 where two or more people form a party to this Licence, their obligations in this Licence can be enforced against them all jointly or against each of them individually; and
- 1.5 if any part of this Licence is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Licence is to be unaffected.

2. LICENCE TO OCCUPY

- 2.1 Subject to **clause 3** and **clause 4**, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights for the Licensee to use:
 - 2.1.1 the Contents;
 - 2.1.2 the Common Areas of the Building; and
 - 2.1.3 the Service Media serving the Property.
- 2.2 It is a condition of this Licence that the Licensee at all times maintains a right to rent in accordance with and as defined by the Immigration Act 2014.
- 2.3 The Licensor has at its own expense provided the Inventory and the Schedule of Condition to the Licensee.

- 2.4 The Licensee shall check and sign the Inventory, confirming approval within 7 days of the Licence Start Date. If the Licensee does not respond to or object to the Inventory within 7 days of the Licence Start Date it shall be deemed approved.
- 2.5 The Licensor will pay all charges for Utilities and Water Rates. The Licensor reserves the right to recharge the Licensee charges for Utilities and Water Rates which have been consumed in excess of the Licensee's permitted consumption of Utilities and Water Rates and the Licensee agrees to reimburse the Licensor for said charges.
- 2.6 The Licensor may at its own discretion and at any time require a visitor to leave the Property and the Building and refuse any visitor from staying overnight at the Property.
- 2.7 The Licensee acknowledges that:
- 2.7.1 the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Licence;
 - 2.7.2 the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
 - 2.7.3 the licence to occupy granted by this Licence is personal to the Licensee and is not assignable and the rights given in this **clause 2** may only be exercised by the Licensee; and
 - 2.7.4 without prejudice to its right under **clause 4**, the Licensor shall be entitled at any time on giving not less than 48 hours' notice to require the Licensee to transfer to a comparable Room/Studio to a similar standard elsewhere within the Building and the Licensee shall comply with such requirement.

3. LICENSEE'S OBLIGATIONS

- 3.1 The Licensee agrees and undertakes:
- 3.1.1 to pay:
 - 3.1.1.1 to the Licensor the Licence Fee in advance on the Payment Day(s). The first payment is to be made on the date of this Licence for the period from and including the date of this Licence to but excluding the next Payment Day (if any) together with such VAT as may be chargeable on the Licence Fee;
 - 3.1.1.2 a Relevant Default by the Licensee;
 - 3.1.1.3 to the relevant supplier or authority:
 - 3.1.1.3.1 Council Tax or similar tax in respect of the Property or its occupants during the Licence Period if applicable; and
 - 3.1.1.3.2 the licence fee for any television set in the Property regardless of whether it belongs to the Licensor or the Licensee; and
 - 3.1.1.4 to the Licensor the reasonable cost of obtaining replacement keys or security devices if these are lost;
 - 3.1.2 to insure its own personal possessions;

- 3.1.3 to keep the Property clean, tidy and clear of rubbish;
- 3.1.4 not to use the Property other than for the Permitted Use;
- 3.1.5 not to allow more than two visitors (who are over 18 years of age) to stay overnight at the Property at any one time, and not for longer than an aggregate of 10 days in each calendar month;
- 3.1.6 not to make any alteration or addition whatsoever to the Property, the Common Areas or the Building;
- 3.1.7 not to alter, remove or replace any Contents within the Property belonging to the Licensor;
- 3.1.8 not to display, affix or hang any objects or notices on the outside of the Property or elsewhere in the Building or display any notices in the windows of the Property;
- 3.1.9 not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to licensees or occupiers of the Building or any owner or occupier of neighbouring property;
- 3.1.10 not to cause or permit to be caused any damage to:
 - 3.1.10.1 the Property, the Contents, the Building or any neighbouring property;
or
 - 3.1.10.2 any property of the owners or occupiers of the Property, the Building or any neighbouring property;
- 3.1.11 not to obstruct the Common Areas, make them dirty or untidy or leave any rubbish on them;
- 3.1.12 not to smoke or vape anywhere upon the Property or Building, other than in the areas from time to time designated as outside smoking areas, where smoking is permitted;
- 3.1.13 not to keep any pet or other animal in the Property, without the prior written consent of the Licensor or the Managing Agent and in accordance with any pet policy in force from time to time;
- 3.1.14 not to apply for any planning permission in respect of the Property;
- 3.1.15 not to carry on any profession, trade or business at the Property;
- 3.1.16 not to park or keep a motor vehicle at the Building or in any parking facilities associated with the Building;
- 3.1.17 not to apply for or hold a parking permit within the Controlled Parking Zone operated by the Local Authority surrounding the Building;
- 3.1.18 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and the Building from time to time;

- 3.1.19 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.1.20 to observe and comply with any Regulations, that have been supplied by the Licensor or the Managing Agent to the Licensee and/or are available on the Licensee's Resident Portal from time to time;
- 3.1.21 when this Licence ends:
 - 3.1.21.1 to leave the Contents in the rooms in which they were at the start of this Licence;
 - 3.1.21.2 lock all doors and windows of the Property;
 - 3.1.21.3 to give to the Licensor all keys to the Property by 10am on the Licence End Date;
 - 3.1.21.4 to vacate the Property and remove all the Licensee's personal belongings from the Property;
 - 3.1.21.5 to ensure that the Property and the Contents are clean and tidy;
 - 3.1.21.6 to remove all the Licensee's refuse and rubbish from the Property and ensure that it is stored outside in proper receptacles; and
 - 3.1.21.7 to provide the Licensor with a forwarding address.
- 3.1.22 to allow the Licensor to dispose of any of the Licensee's personal belongings that it has not removed from the Property within one week after the Licence End Date. The Licensor can dispose of those belongings as the Licensee's agent and the Licensor must pay the disposal proceeds to the Licensee;
- 3.1.23 to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - 3.1.23.1 this Licence;
 - 3.1.23.2 any breach of the Licensee's undertakings contained in this **clause 3**; and/or
 - 3.1.23.3 the exercise of any rights given in **clause 2**;
- 3.1.24 if the Licence Fee or any other moneys payable under this Licence are not paid within 14 days of the due date for payment (whether formally demanded or not), the Licensee is to pay interest on those moneys at 3 per cent per annum above the base rate from time to time of the Bank of England calculated on a daily basis from the due date of payment to the actual date of payment, both dates inclusive.

4. TERMINATION

- 4.1 This Licence shall end on the earliest of:
 - 4.1.1 the Licence End Date;
 - 4.1.2 the expiry of not less than 5 Working Days' written notice given by the Licensor to the Licensee at any time;

- 4.1.2.1 due to a breach of any of the Licensee's obligations contained in **clause 3**; or
 - 4.1.2.2 if the Licensee becomes bankrupt, has an administration order made in respect of their assets, becomes subject to a debt relief order, has a receiver appointed, makes an arrangement for the benefit of their creditors or becomes subject to any procedure for the taking control of their goods by another; or
 - 4.1.3 the expiry of not less than 4 weeks' written notice given by the Licensor to the Licensee.
- 4.2 Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this Licence which existed at or before the date of termination.

5. NOTICES

- 5.1 Any notice given to a party under or in connection with this Licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its address for service (in any other case) or by sending it to an email address provided for that purpose.
- 5.2 If a notice complies with the criteria in **clause 5.1**, it shall be deemed to have been received:
- 5.2.1 if delivered by hand, at the time the notice is left at the proper address; or
 - 5.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - 5.2.3 if sent by email, at the time the email is sent as long as an email non-delivery message is not received within 48 hours.
- 5.3 This clause does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

6. LIMITATION OF LICENSOR'S LIABILITY

- 6.1 Subject to **clause 6.2**, the Licensor is not liable for:
- 6.1.1 the death of, or injury to the Licensee, its visitors or invitees to the Property; or
 - 6.1.2 damage to any property of the Licensee or that of the Licensee's visitors or other invitees to the Property; or
 - 6.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's visitors or other invitees to the Property in the exercise or purported exercise of the rights granted by **clause 2**.
- 6.2 Nothing in **clause 6.1** shall limit or exclude the Licensor's liability for:
- 6.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its agents; or
 - 6.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

7. USE OF THE PROPERTY

- 7.1 The Licensee must endeavour not to adversely affect the environmental performance of the Building and must endeavour to be environmentally responsible and minimise the Licensee's impact by:
- 7.1.1 utilising any equipment provided in the way in which it was designed to be utilised;
 - 7.1.2 following the "Sustainable Living Guide" and other environmental guidelines from time to time set by the Licensor or the Managing Agent which are intended to measure, monitor and improve the environmental performance of the Building, details of which are available on the Licensor's or the Managing Agent's website and/or provided in the Resident Portal;
 - 7.1.3 following the waste management procedures (including waste segregation and recycling provisions) implemented in the Building;
 - 7.1.4 appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items; and
 - 7.1.5 engaging with the Licensor and the Managing Agent to comply with reasonable requests relating to environmental performance matters, to include sharing information as to actions taken by the Licensee in the implementation of this **clause 7.1**.

8. NOTIFICATIONS

To encourage and raise awareness of sustainable living and environmental sustainability, the Licensor and the Managing Agent will from time to time (as they see fit) share with the Licensee and the other licensees of the Building environmental performance data held for the Building, including information on energy consumption and water use, waste production and recycling and how that compares with then current environmental initiatives and performance targets for the Building.

9. DATA PROTECTION

The Managing Agent will comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in relation to any personal/identifiable data collected from the Licensee and any visitors.

10. GUARANTOR

- 10.1 The Guarantor guarantees to the Licensor that the Licensee will pay the Licence Fee and comply with the Licensee's obligations in this licence.
- 10.2 If the Licensee breaches the terms of this licence, the Guarantor agrees that the Licensor can make a claim under this guarantee and indemnity without first making a claim against the Licensee.
- 10.3 The obligations of the Guarantor are not to be released by:
- 10.3.1 any reasonable delay by the Licensor in enforcing the Licensee's obligations under this licence or any time allowed by the Licensor for their performance; or
 - 10.3.2 the Licensee dying.

11. THIRD PARTY RIGHTS

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

12. GOVERNING LAW

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

14. SIGNING

The Licensor, the Licensee and the Guarantor have signed this licence on the date set out at the head of this licence.

SIGNED by the **LICENSEE**

Licensee Signature: ##_Licence_Signature_Licensee>#

Licensee Name: ##_Licensee_First_Name># ##_Licensee_Surname>#

Date: ##_Licence_Signed_Date_Licensee>#

SIGNED by the **GUARANTOR**

Guarantor Signature: ##_Licence_Signature_Guarantor>#

Guarantor Name: ##_Guarantor_First_Name># ##_Guarantor_Surname>#

Date: -##_Licence_Signed_Date_Guarantor>#

SIGNED by **HOST STUDENT HOUSING MANAGEMENT (UK) LIMITED** as duly authorised agents for and on behalf of the **LICENSOR**

Authorised Signature: ##_License_Signature_Landlord>#

Date: -##_License_Signed_Date_Guarantor>#