

# LICENCE AGREEMENT

(Paragon Notting Hill Student Lets)

Touareg Trust Limited  
Bruce Kenrick House  
2 Killick Street  
London  
N1 9FL

## TOUAREG TRUST LIMITED

### LICENCE AGREEMENT

#### THIS LICENCE AGREEMENT (“the Agreement”) IS BETWEEN

<b>Name of Licensor:</b> (referred to in this Agreement as “Touareg”, “we”, “us” or “our”)	Touareg Trust Limited
<b>Registered Address of Touareg:</b>	Touareg Trust Limited, Bruce Kenrick House, 2 Killick Street, London, N1 9FL which is the address for service of notices (including notices of legal proceedings) on Touareg.
<b>AND</b> <b>Name of Licensee:</b> (“the Licensee”, “you” or “your”)	
<b>Address of premises:</b>	Paragon, Boston Manor Road, Brentford, TW8 9QW
<b>Description of your Accommodation:</b>	In this Agreement “Accommodation” means the Accommodation allocated to you, that includes the furniture, fittings and equipment provided for your use..
<b>Description of Common Areas</b>	In this Agreement, "Common Areas" means any shared areas which include any shared kitchen and any living facilities that includes furniture, fittings and equipment provided for use by you and/or other licensees.
<b>Start date of the Licence:</b> (“The Initial Licence Period”).	The Licence begins on ##### and will be for ##### weeks finishing on #####. For students arriving after the start of the academic year, the duration of the Agreement will be the balance remaining of the 52/44 week term.

#### Payments for your Accommodation:

The total Licence fee shall be ##### (“Licence Fee”) payable as Touareg may reasonably direct by Standing Order, Bank Transfer, Credit/Debit Card or Banker's Draft.

The instalments listed below cumulatively relate to a complete payment for the entire Initial Licence Period and are not specific to any particular period of time within the Initial Licence Period.

You accept that the total Licence Fee payable for the Accommodation is #####. You undertake to pay these in three instalments as follows:

### **Deposit**

You must pay a deposit of £500 (five hundred pounds) ("the Deposit") by way of cleared funds before entering into occupation of the Accommodation. The Deposit will be held in trust by Touareg but you shall not be entitled to any interest on that Deposit. Touareg will be entitled to draw on the Deposit at any time to pay sums due but unpaid by you under this Agreement or as reasonable compensation for any other non-compliance with your obligations under this Agreement. The Deposit shall be repaid in full within 28 working days of the end of the Agreement but if money is to be retained, the balance should be returned within 8 weeks of the end of the Agreement (any deductions Touareg makes must be reasonable and in accordance with the guidance as published from time to time in the Resident's Handbook). Touareg reserves the right to recover from you any reasonable additional sum as it thinks fit on demand.

Touareg will use its best endeavours to return the Deposit that has been paid by you. If after two years of the Agreement expiration date the Deposit has still not been cashed or returned to you the Deposit will be forfeit and will no longer be available to you.

You agree that if you are an existing student wishing to remain at the Accommodation after the Initial Licence Period has expired then the Deposit from your Initial Licence Period will be transferred across to your new Initial Licence Period. Should your Deposit have been partially used to cover remedial works for repairs or for any other reason listed in this Agreement then you agree to make up the difference to the full Deposit amount payable in the same manner as specified for payment of the Deposit.

### **Cancellation Prior to Arrival**

If you are unable to take up residence a refund of the Deposit will only be made in the following circumstances:

- \* Failure to meet the entry criteria at your University
- \* If you are unable to provide a valid student visa for the duration of your chosen course
- \* The University has cancelled the course that you were planning to attend.

You must ensure that you inform Touareg directly within two days of notification if any of the above events occur and provide to Touareg all evidence available of such matters. Failure to inform Touareg will result in you losing your Deposit and you being liable for the Licence Fee in full, for the period that the Accommodation remains vacant.

## **TOUAREG LICENCE AGREEMENT**

### **1 GENERAL TERMS**

It is agreed as follows:-

- 1.1 Subject to this Agreement, Touareg grants to you a right to occupy your Accommodation and use any Common Areas for the period, as set out in this Agreement. You also have the right to use the furniture, equipment and other property located in the Accommodation and in any Common Areas for the Initial Licence Period.
- 1.2 In no way does this Agreement give you any security of tenure. This Agreement is not intended to create a relationship of landlord and tenant between you and Touareg. This Agreement does not give you the right to exclusive possession of any part of the Accommodation. Touareg may, where necessary, move you to another room or flat at any time. This may be for reasons including, but not limited to, emergency repairs, and refurbishment or to ensure compliance with the terms of this Agreement.
- 1.3 In addition to the matter set out in clause 3 below, you are obliged to comply with the terms of the Student Resident Handbook and any further regulations Touareg may make from time to time following changes in the law or reasonable requirements in the interests of security and/or good estate management.
- 1.4 Touareg will not increase the Licence Fee during the Initial Licence Period. However, Touareg reserves the right to increase the Licence Fee if you extend your stay beyond the Initial Licence Period by giving you not less than one calendar months' notice in writing. The notice shall specify the charge proposed.
- 1.5 Any letter, notice or other official document which you send us will be valid if you send it or take it to our offices at Bruce Kenrick House 2 Killick Street London N1 9FL or delivered by hand to a Paragon Notting Hill member of staff at [Boston Park Road, Brentford, TW8 9QW. Any letter, notice or other official document which we send to you will be validly served if left at the Accommodation or sent to your last known address.

### **2 TOUAREG'S OBLIGATIONS AND RIGHTS**

- 2.1 Subject to interruptions that are beyond its reasonable control and for which Touareg cannot be held responsible, Touareg will make reasonable efforts to ensure the provision of and to pay for the following services and (where appropriate) the maintenance and renewal of any pipes, wires etc used to provide them: electricity, water, fire safety equipment and any other service provided at Touareg's discretion.
- 2.2 All other services (if any) will be your responsibility to provide and pay for direct to any service provider.

- 2.3 Touareg, its authorised employees and representatives may enter the Accommodation and any Common Areas at any time to inspect the state and condition of the Accommodation and the Common Areas and to carry out any of its obligations under this Agreement.
- 2.4 We may from time to time, acting reasonably and upon reasonable prior notice, require you to move rooms or share a flat.
- 2.5 Touareg shall keep the Accommodation and the Common Areas together with any furniture and other equipment (including those for heating, water and electricity) in the Accommodation and the Common Areas that it may provide in good repair and condition, fair wear and tear excepted.
- 2.6 Touareg and its agents shall have no liability to you for any loss, expense, damage or theft (howsoever arising) under or in connection with this Agreement or by virtue of any other act or omission of Touareg's employees, agents or contractors.

### **3 YOUR OBLIGATIONS AND RIGHTS**

- 3.1 Only named Licensees may live at the Accommodation and for residential purposes only and no other use of the Accommodation is permitted. No pets are allowed.
- 3.2 You shall accept joint responsibility for your conduct and that of each named Licensee in use of the Common Areas (as defined on page 1 of this Agreement) as well as having sole responsibility for your visitors to the Accommodation and shall not damage the Accommodation, the Common Areas or any part of them nor any such furniture and equipment and shall keep all parts of the Accommodation, the Common Areas, and the furniture and equipment reasonably clean and tidy and in good order. It is agreed that if you fail to do this, Touareg may make good any such damage or arrange for cleaning to be carried out and charge you for it. You shall pay to Touareg the reasonable cost of any damage to the Common Areas and any shared items or a reasonable percentage of such costs if it is caused collectively with other licensees.
- 3.2.1 In the event of any damage occurring to any Common Areas or shared items within the Common Areas or the Accommodation (including but not limited to the lift areas) when it has not been possible to determine the identity of the person who caused the damage, Touareg will charge you collectively with other Licensees. You will be charged a percentage of the reasonable remediation costs along with the other licensees who use the Common Areas.
- 3.3 You must notify Touareg as soon as possible of any defect or repair. It is agreed that if you fail to notify Touareg promptly and further damage arises which was avoidable, you shall be responsible for and pay to Touareg any such additional costs that may arise.
- 3.4 Touareg retains unrestricted access to the Accommodation and the Common Areas

and its authorised employees and representatives may enter the Accommodation and the Common Areas at any time with or without notice for any reason including but not limited to the following: to inspect the state and condition of the Accommodation and the Common Areas; carry out repairs; or to allow Touareg to carry out any of its obligations under this Agreement including moving or removing items which belong in Common Areas. Reasonable notice will be provided where possible.

- 3.5 You shall not make any alterations or additions to the Accommodation or the Common Areas, nor change anything else relating to the Accommodation and the Common Areas or the furniture and equipment including decoration.
- 3.6 You must tell Touareg if the Accommodation is to be empty for four weeks or longer.
- 3.7 Touareg cannot accept any responsibility for your personal belongings. Touareg strongly recommends you take out appropriate insurance against loss or damage by theft or any other normally insurable risk.
- 3.8 You agree not to do anything nor allow your visitors to do anything which is or is likely to cause nuisance, annoyance to any person or damage to belongings, properties and/or fabric of the building.
- 3.9 You agree not to commit, or allow visitors to commit, any harassment or threat of harassment on any ground but in particular race, colour, religion, sex, sexuality, gender or disability that may interfere with the peace and comfort of, or cause offence to any other licensee.
- 3.10 You shall not use or allow the Accommodation and the Common Areas to be used for any illegal or immoral purpose including, for example, prostitution, the possession, use or supply of any unlawful drugs (regardless of class or quantity) or other substances. You must not keep any firearms, offensive weapon or explosive material in the Accommodation or the Common Areas.
- 3.11 You must not smoke anywhere inside the Accommodation or the Common Areas.
- 3.12 You must not burn anything, including but not limited to, candles and incense sticks, anywhere inside the Accommodation or the Common Areas.
- 3.13 You must not, under any circumstances, cover up or tamper with fire and life safety equipment.
- 3.14 You agree not to play, or allow visitors to play, any radio, television, equipment or musical instruments so loudly that it causes a nuisance or annoyance.
- 3.15 A parking space is not provided for you as part of this agreement. You must not park or allow any visitors to park any car or vehicle in any parking space on the Paragon site subject to the temporary loading and unloading of personal effects in

and out of the Accommodation when moving in and out. Registered disabled students may apply for parking facilities and will be provided with one subject to availability. You must not apply for a parking permit for any Controlled Parking Zone within 5 miles of the Accommodation designated by the local authority now or in the future.

- 3.14 Touareg reserves the right to refuse any non-resident admission to the Accommodation without explanation.

#### **4 TERMINATING THE LICENCE**

- 4.1 This Agreement may be terminated by upon not less than four weeks' prior notice in writing. Touareg will give reasons for service of notice which may include but are not limited to, any of the following circumstances:

4.1.1 It appears that you have provided false information to Touareg on your application for Accommodation or in connection with this Agreement; or

4.1.2 There is a change in your personal circumstances such that you cease to be a student at a University.; or

4.1.3 You commit a breach of any of the terms and conditions of this Agreement provided that if Touareg reasonably believes the breach is sufficiently serious (for example if it is also amounts to a Disciplinary Offence as set out in the Student Resident Handbook). Touareg may terminate this Agreement and your right to occupy forthwith and exclude you from the Accommodation immediately.

4.1.4 Your Licence Fee remain unpaid for more than 14 days whether formally demanded or not.

In the circumstances that this Agreement is terminated by Touareg for one of the reasons above then you will remain liable to pay the Licence Fee for the full Initial Licence Period .

- 4.2 If you wish to leave the Accommodation before the end of the Initial Licence Period and cease to be bound by the terms and conditions of this Agreement you must first comply with all of the following conditions:

4.2.1.1 You must give to Touareg not less than four weeks prior written notice of your wish to leave; and

4.2.1.2 You must find a replacement licensee acceptable to Touareg and notify Touareg of the same as soon as possible. It is in Touareg's absolute discretion as to whether the alternative licensee is acceptable;

- 4.2.1 If no suitable replacement licensee is found by you by the date of your proposed departure then Touareg may find an alternative licensee to occupy the Accommodation but, in any event, the License Fee shall remain payable until the end of the Initial Licence Period by you unless an alternative licensee is found in

which case you will be liable for such period until the alternative licensee becomes liable for the Licence Fee; and

- 4.2.2 If you leave the Accommodation in accordance with the provisions of this clause 4.2 you must also comply with the provisions of clause 4.2.4 on your departure.
- 4.2.3 In exceptional circumstances at Touareg's absolute discretion, Touareg will consider allowing you to terminate this Agreement before it could otherwise lawfully be ended on such terms as Touareg consider reasonable. For guidance purposes, exceptional circumstances are likely to include an illness which is life threatening to you, death or life threatening illness of your parents, children or siblings and an illness which causes you to withdraw from your course.
- 4.2.4 On expiry or earlier termination of this Agreement, you must hand over the keys to the Accommodation to Touareg and remove all personal belongings and make sure that the Accommodation is in the same condition (and clean and tidy) as is required by this Agreement. If this provision is not strictly observed, then Touareg may remove all such personal belongings, rubbish and abandoned property and dispose of them as it sees fit, without notice. Touareg may clean and/or repair the Accommodation and charge you the cost of carrying out the same, such sum being payable on demand by you.

## **5 DISCIPLINE AND COMPLAINTS**

- 5.1 Disciplinary offences will be treated under the Paragon Student Accommodation Disciplinary Procedures.
- 5.2 In addition to the above provisions, all students in the Accommodation may also be subject to their University's own disciplinary procedures in respect of their behaviour within the Accommodation. Your acceptance of this Agreement provides Touareg with permission to pass your personal details to your nominated place of study should they be requested as part of a disciplinary process.
- 5.3 If you are dissatisfied with any aspect of your stay in the Accommodation you may complain through the Touareg Student Accommodation Complaints Procedure. Invoking the Complaints Procedure will not suspend or delay Touareg's rights to take action under this Agreement.

## **6 DATA PROTECTION NOTICE**

- 6.1 Touareg will comply with the provisions of the Data Protection Act 1998 (as amended from time to time) ("the Act") and allow you to inspect and take a copy of information about you which is held by Touareg in the form of computerised data.
- 6.2 Touareg ("We") will use the personal data you provide to your University to administer your application and to manage this Agreement. We will also share limited personal data with your University in order to process accommodation applications. We will take all reasonable steps to ensure that your data is dealt with



securely.

## **7 SENSITIVE PERSONAL DATA**

**7.1** In certain circumstances, you may provide, or Touareg may otherwise receive, personal data which is sensitive personal data, such as information about your health, religious beliefs or any previous convictions you may have. If we ask you for this information, we will always explain why this is necessary. We will only share such sensitive personal data with your University with your consent, or in other exceptional circumstances, e.g. where there is a potential risk of harm to either yourself or to others, or a risk of a serious crime being committed potentially endangering the lives of others.

In circumstances where the sharing of sensitive personal data without consent is necessary, this will be assessed on a case by case basis, will be in a strictly confidential manner and only to those individuals who need to know as part of their job.

### **ACCEPTANCE OF LICENCE:**

I confirm that I have read Touareg's Licence Agreement online and that I have read the Student Resident Handbook at the following web address:

<http://www.paragonlets.com/paragon-student-handbook.html>

I accept the Licence of my Accommodation on these terms.