

Birmingham Christian College

PROTECTED LICENCE AGREEMENT FOR OCCUPATION OF SINGLE STUDY BEDROOM

	1	<u>THIS LICENCE AGREEMENT IS BETWEEN</u>
Name & Address of Licensor	1.1	Birmingham Christian College (“we/us”) of Hamilton Drive Selly Oak Birmingham B29 6AJ (the “College”).
Name of Licensee	1.2	and (the “occupant”). <i>Insert full legal name</i>
Description of Accommodation	1.3	in respect of (the “accommodation”)
The Licence	1.5	The College’s grants the occupant a licence of the accommodation (the “Licence”).
Commencement	1.6	The Licence begins on
Full-time Student	1.7	The accommodation is provided to assist full-time students at locally recognised higher education establishments with their studies or those involved in education. If the occupant ceases to be a full-time student at a locally recognised higher or further education establishment or to be involved in education then the College may end this Licence in accordance with clause 2.13.
Change of Accommodation	1.8	The College may change the accommodation if it believes it is necessary for the better management of its properties.
Interpretation	1.9	In this Licence the singular shall include the plural the masculine shall include the feminine and all obligations imposed on more than one person shall be deemed to be joint and several.

	2	<u>GENERAL TERMS</u>
		It is agreed as follows:
Payment for the Accommodation	2.1	The licence fee for the accommodation at the date of this Licence shall be £..... per calendar month (the “licence fee”). The licence fee is due in advance on the first day of each month by banker’s standing order.
Changes to the Licence Fee	2.2	The College may increase or decrease the licence fee by giving the occupant not less than one calendar month’s written notice. The reviewed licence fee will be set out in the notice and will become payable on the date set out in the notice.
Condition of the Accommodation	2.3	The occupant and the College agree the schedule of condition together with the photographs (if any) attached to this Licence represent the condition of the Accommodation at the date this Licence starts.
Services	2.4	The licence fee includes water and fuel costs.
Communal Kitchens	2.5	Communal kitchens will be equipped with a fridge-freezer.
Fixtures and Fittings	2.6	The College shall provide the fixtures and fittings as set out on the attached inventory.
Security Deposit	2.7	The occupant shall deposit the sum of £_____ (the “security deposit”) with the College at the start of this Licence. If any sum due to the College remains unpaid on the termination of this Licence, the College will retain sufficient monies from the security deposit to cover the amount due. The College will also deduct from the security deposit such sums as may be required to remedy any failure by the occupant to comply with his obligations under this Licence. In the event of there being no claim against the occupant on the termination of this Licence, the security deposit will be returned in full within 45 days of such termination (usually within 14 days). Interest will not be paid on any refunded security deposit.

Service of Notices	2.8	Any legal notice, or any other communication arising from this Licence, shall be validly served: <ul style="list-style-type: none"> ▪ on the occupant if posted or delivered to the accommodation; ▪ on the College if posted or delivered to its address on the first page.
Insurance	2.9	The occupant is strongly advised to insure personal belongings, including any bicycles stored on the College's premises.
Termination	2.10	The College can end this Licence for any reason by giving the occupant one calendar months' written notice.
Protected Licence	2.11	This Licence is protected by the provisions of the Protection from Eviction Act 1977.
	3	<u>THE OCCUPANT'S OBLIGATIONS</u> The occupant agrees:
Possession	3.1	To occupy the accommodation as their private residence only.
Payment for Accommodation	3.2	To pay the licence fee.
Use of Accommodation	3.3	Not to run a business from the accommodation.
	3.4	Not to use the accommodation for illegal, unlawful or immoral purposes.
Lodgers	3.5	Not to take in a lodger or allow or invite anyone else to live at the accommodation.
Towels etc	3.6	To provide your own bed linen, towels and toiletries.
Communal Areas	3.7	To share responsibility for maintaining the communal areas in a clean and tidy condition with other residents. If you fail to keep the communal areas in a clean and tidy condition, we may, after giving you 3 days written notice, carry out any necessary work and charge you for the cost of the work.

Appliance Checks	3.8	To pay the College's costs in respect of any portable appliance checks required by law or the College's insurers for portable appliances provided by the occupant.
Installation of Phone Line	3.9	Not to install a telephone line without the College's prior written agreement. Where the College gives its consent it can make its consent subject to conditions
Television Licence	3.10	You agree to purchase a TV licence if you use a television in the accommodation (other than Staff House 1).
Damage and Repair	3.11	To keep the interior of the accommodation in a good clean and tidy condition and make good any damage to the accommodation or the College's fixtures and fittings or to the common parts caused by the occupant or visitors to the accommodation, and to pay any reasonable costs incurred by the College in carrying out such works in default.
Reporting Damage	3.12	To report to the College promptly, any disrepair or defect for which the College is responsible in the accommodation or the common parts.
Internal Repair	3.13	To keep the interior of the accommodation in good repair and condition.
Alterations and Decoration	3.14	Not to carry out any internal decoration of the accommodation or make any alterations, or put in any fixtures, without the written permission of the caretaker of the accommodation. Pictures and light ornaments may be hung from walls using the approved pattern of picture hook.
Storage	3.15	Not to keep or store any combustible or highly flammable liquids, materials and goods in the accommodation or the communal areas, or do anything to endanger the safety of the accommodation or cause a nuisance or annoyance to any other person in the building or the neighbourhood.
Obstructions	3.16	Not to block or obstruct any entrance halls, passages, landings, staircases or other parts of those areas used in common with other occupants, nor use the same for any purpose except for access to and from the accommodation.

Nuisance	3.17	Not to cause, commit or allow the occupant's visitors to cause a nuisance or annoyance to other persons in the neighbourhood or to any occupants or their visitors, agent, employee or contractor of the College.
Racial and Other Harassment	3.18	Not to cause, commit or allow the occupant's visitors to commit any harassment including (but not limited to) harassment on the grounds of colour, race, sex, sexual orientation, age, gender, religious belief, culture, ability, physical or mental disability or lifestyle which is or is likely to interfere with the peace and comfort of, or cause offence to anybody.
Employee Harassment	3.19	Not to threaten, intimidate, harass, cause alarm or distress or carry out any violent act and ensure the occupant's visitors do not threaten, intimidate, harass, cause alarm or distress or carry out any violent act against any of our employees, agents or contractors, either when visiting the occupant at the accommodation or in any of our offices or anywhere else.
Disposal of Rubbish	3.20	To dispose of household refuse at the designated collection point and not to deposit refuse in common entrances, halls, stairways and other common parts.
Noise	3.21	Not to play or allow visitors to play any music or sound reproducing instrument of any description in the accommodation so loudly that it can be heard outside the accommodation.
Pets	3.22	Not to keep or allow any pets or animals in the accommodation.
Keys	3.23	To keep the keys to the accommodation safe and to report the loss of keys to the caretaker of the accommodation.
	3.24	To pay the cost of replacing lost keys.
Access	3.25	Not to try to stop the College's employees or contractors acting on behalf of the College, or those authorised by the College, access to the accommodation.

Parking	3.26	<p>You agree not to park or allow your visitors to:</p> <ul style="list-style-type: none"> • park vehicles anywhere at your accommodation other than in designated parking areas; • park vehicles anywhere which causes a nuisance or obstruction; • obstruct fire access points. <p>We will remove vehicles in breach of this Agreement from our land and recover the reasonable cost of doing so from you.</p>
Ending the Licence	3.27	To give the College at least one calendar month's notice in writing when the occupant wishes to end this Licence.
Moving Out	3.28	To vacate the accommodation if he/she ceases to be a student at a locally recognised higher education establishment or involved in education.
	3.29	To give the College vacant possession and return all keys to the accommodation at the end of the Licence and to remove all personal possessions and rubbish and leave the accommodation and the College's fixtures and fittings in good lettable condition and repair and in no worse condition than at the start of this Licence fair wear and tear excepted.
Inspection	3.30	To allow the College to carry out an inspection of the accommodation before this Licence terminates and to be present at such inspection.
Payment for Damage	3.31	To pay the College's reasonable costs for repairing any damage which the occupant is responsible for under this Licence. The College shall be entitled to deduct any such monies owing from the security deposit.
Personal Belongings	3.32	To pay the College's reasonable costs for cleaning the accommodation if in the opinion of the campus manager this is necessary at the end of this Licence.

	3.33	To remove all personal possessions and belongings from the accommodation before the end of this Licence. Any possessions or belongings left in the accommodation after the Licence has ended may be sold or disposed of after attempting to give the occupant notice. The College's reasonable costs will be payable by the occupant.
Health and Safety	3.34	To comply with the Health & Safety or fire instructions given by the College and not engage in conduct which is likely to endanger the Health & Safety of any residents. A copy of the College's Health & Safety Booklet is enclosed with this Licence.

By signing the occupant and the College accept the terms and conditions of this Licence.

Signed:occupant

..... for and on behalf the College

Date.....