

Licence Agreement

This agreement is dated **{Blank Date4}**

REFERENCE NUMBER {Student ID}

Parties

1. KAPLAN BOURNEMOUTH LIMITED of Palace House, 3 Cathedral St, London, SE1 9DE
(Kaplan)
2. {NameFirst} {NameLast} of {Street} {Street2} {City} {StateProvince} {ZipPostcode1}
{Description10}; Email - {Email1} **(Student)**
3. {ContactName} of {Street1} {Street21} {City1} {StateProvince1} {ZipPostcode2}
{Description11}; Phone - {PhoneMobileCell1}; Email - {Email2} **(Guarantor)**

Agreed terms

1. Interpretation

1.1. Definitions:

The following definitions and rules of interpretation apply in this agreement:

Behaviour Policy: the Behaviour Policy provided to the Student prior to the commencement of the Licence Term [INSERT LINK].

Charges Policy: the Charges Policy provided to the Student prior to the commencement of the Licence Term [INSERT LINK].

Flat: a self-contained flat in the Property.

Flat Common Parts: the common parts of the Flat including kitchen/living area, corridor and any store cupboard.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which Kaplan decides to insure from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: the list of Room Contents and description of the condition of the Room and Flat provided to the Student prior to the commencement of the Licence Term.

Licence Term: a fixed term of {Blank Number7} weeks from {Blank Date6} to {ContractDateEnd}.

Property: KAPLAN LIVING BOURNEMOUTH, 51-65 Holdenhurst Road, Bournemouth. BH8 8GN

Property Common Parts: the common parts of the Property including any common rooms, stairwells and corridors.

Rent: £{Blank Number10}

Rent Payment Dates:

Instalment 1 - £250.00 due on signing the tenancy agreement. By signing this agreement, you agree that this payment will be transferred to your rent account following completion of the cooling off period of 24 Hours.

Instalment 2 - £{Blank Number1} on {Blank Date}
Instalment 3 - £{Blank Number9} on {Blank Date}
Instalment 4 - £{Blank Number9} on {Blank Date}

Room: the room in the Flat occupied by the Student during the Licence Term.

Room Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

Student: {NameFirst} {NameLast}.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2. **Clause headings shall not affect the interpretation of this agreement.**
- 1.3. **A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives and successors.**
- 1.4. **Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.**
- 1.5. **Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.**
- 1.6. **A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.**
- 1.7. **A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.**
- 1.8. **A reference to an agreement is a reference to this agreement.**
- 1.9. **A reference to writing or written includes email.**
- 1.10. **Any reference to the giving of consent by Kaplan requires the consent to be given in writing, signed by Kaplan.**
- 1.11. **Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.**
- 1.12. **References to clauses are to the clauses of this agreement.**
- 1.13. **The obligations of the Student and the Guarantor arising by virtue of this agreement are owed to Kaplan. The obligations of Kaplan are owed to the Student.**
- 2. Grant of the Licence**
 - 2.1. **Kaplan grants to the Student a non-exclusive personal right to occupy the Room for the Licence Term and for the purpose as set out in this agreement.**
 - 2.2. **The Student shall occupy the Room as a licensee and no relationship of landlord and tenant is created between Kaplan and the Student by this agreement.**
- 3. Room Contents**
 - 3.1. **The Student shall keep the Room Contents as described in the Inventory and Schedule of Condition and in the Charges Policy, in good and clean condition and shall return the**

Room Contents to Kaplan at the end of the Licence Term in the same state (except for fair wear and tear). The Student agrees that Kaplan (upon 24-hour notice) may inspect the Room and Flat and upon such inspection provide the Student a list of charges for any of the Room Contents which may be damaged. The Student will pay any uncontested charge within 7 days.

4. Rent

4.1. The Student agrees to:

4.1.1. pay the Rent to Kaplan for the duration of the Licence Term on the Rent Payment Dates; and

4.1.2. pay Kaplan within 7 days of written demand the cost of any damage and/or repairs (except fair wear and tear) caused by the Student whether or not as a result of a breach by the Student of this agreement. If Kaplan (acting reasonably) considers that the Student is jointly responsible for any damage and/or repairs, then the Student will bear a proportion of the cost of any damage or repairs required as a result. The proportion will be determined by Kaplan (acting reasonably) and the Student will reimburse Kaplan for such cost within 7 days of the written demand. A list of the approximate charge for repairs is found at the Charges Policy.

4.2. **Payments can be made by bank transfer or card payment to Flywire at: kaplanliving.flywire.com. Where the Student is making a payment from outside the UK, by bank transfer, the payor may be charged for this transfer. Please use the reference number on the front page of this agreement to ensure Kaplan can identify the payment.**

4.3. **The Student shall be in breach of this agreement if the Student fails to pay the Rent in accordance with this clause and Kaplan shall be entitled to use any statutory remedies available to recover possession of the Room.**

4.4. **The Student agrees to indemnify Kaplan for any Council Tax due to the Local Authority as a result of change of status of the Student and will within 7 days of written demand reimburse Kaplan in respect of any such Council Tax payable by Kaplan.**

4.5. **The termination or surrender of this agreement does not cancel any outstanding obligation which the Student owes Kaplan.**

4.6. **If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Student, payment of the Rent shall be suspended until the Property is fit for occupation and use.**

5. Use of Property

5.1. The Student shall at all times from the date of this agreement until the end of the Licence Term comply with the Behaviour Policy.

5.2. The Student shall send Kaplan a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of Kaplan.

5.3. The Student consents to Kaplan processing and disclosing their personal data (including but not limited to the Student's age, gender, postal address, telephone number, e-mail address, educational background and information relating to their health) to Kaplan International Colleges UK Limited, and Kaplan for the purposes of performing its obligations to the Student under this agreement. Kaplan will process the Student's relevant personal data in accordance with the Data Protection Act 2018 and all other applicable data protection laws and regulations.

- 5.4. Kaplan reserves the right to require the Student to move to alternative accommodation of equivalent standard to the Room in the following circumstances:
- 5.4.1. for reasonable management reasons (including but not limited to where Kaplan needs to carry out works to the Room or Flat, or where the Flat is not fully occupied); or
 - 5.4.2. where Kaplan reasonably considers that it is necessary to move the Student to protect their wellbeing or the wellbeing of others or to prevent damage to any part of the Property.
- 5.5. If Kaplan requests that the Student relocates to another room:
- 5.5.1. it will (other than in emergency situations) give the Student written notice of this, provide details of the alternative accommodation and notify the Student of the date on which they are to relocate. Kaplan will give the Student reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;
 - 5.5.2. in emergency situations Kaplan may give the Student notice of or request to relocate by a number of different means that it deems to be reasonable in the circumstances, this may include communication in person, by email, general notices or use of social media. Kaplan will endeavour to give the Student reasonable notice taking into account all the circumstances; and
 - 5.5.3. the Student must remove their personal belongings from the Room if requested to do so by Kaplan.

6. Assignment or subletting

- 6.1. The Student shall not assign, sublet, part with or share possession of the whole or any part of the Room without the prior written consent of Kaplan.

7. Repairs and alterations

- 7.1. The Student shall keep the interior of the Room and Flat clean, tidy and in the same condition as at the start of the Licence Term (except for fair wear and tear).
- 7.2. The Student shall pay all uncontested charges in the Charges Policy as requested by Kaplan during the Licence Term within 7 days of receipt of written demand.

8. Utilities and outgoings

- 8.1. The Student shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities at the Property.

9. Kaplan's covenants

- 9.1. Kaplan shall provide the Student with suitable means of access to and egress from the Property.
- 9.2. Kaplan shall insure the Property and Room Contents to their full value against loss or damage by the Insured Risks Kaplan's insurance does not cover the Student's possessions. The Student is advised to insure the Student's own possessions with a reputable insurer.
- 9.3. Kaplan shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Student or their visitors.
- 9.4. Kaplan shall:

- 9.4.1. keep in repair the structure and exterior of the Property (including external drains, external pipes, gutters and external windows);
 - 9.4.2. keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences); and
 - 9.4.3. keep in repair and proper working order the installations in the Property for space, heating and heating water.
- 9.5. Kaplan shall not be required to:
- 9.5.1. carry out any works or repairs for which the Student is liable by virtue of this agreement; or
 - 9.5.2. keep in repair or maintain anything which the Student is entitled to remove from the Property.

10. Default by the Student

- 10.1. Kaplan may (by written notice to the Student to be delivered to the Student's Room) terminate this agreement immediately if:
- 10.1.1. the Student fails to pay any instalment of Rent or other amounts payable in accordance with the terms of this agreement;
 - 10.1.2. the Student's status as a student of a higher education institution is terminated or suspended for any reason whatsoever;
 - 10.1.3. the Student is in breach of any of the obligations contained in this agreement, the Guide to Living, the Code of Conduct, the Behaviour Policy, or the Internet Usage Policy (where applicable) or the provisions prohibiting smoking on the Property and/or the use of drugs on the Property; or
 - 10.1.4. the Student is adjudged bankrupt under the Insolvency Act 1986,
- AND the effect of such termination will be to end the occupancy of the Licence Term immediately and the Student will still be liable for the outstanding Rent and any other payments due prior to the termination date.
- 10.2. Any right or remedy of Kaplan in respect of any breach of the terms of this agreement by the Student shall remain in force notwithstanding termination.
- 10.3. If the Student breaches this agreement or fails to fulfil any of its obligations under this agreement, the Student shall pay any reasonable costs properly incurred by Kaplan in remedying such breaches or in connection with the enforcement of those obligations.

11. Guarantee and indemnity

- 11.1. **In consideration of Kaplan granting the licence to the Student, the Guarantor guarantees to Kaplan that the Student shall pay the Rent and observe and perform the Student's covenants and obligations set out in this agreement and that if the Student fails to pay the Rent or to observe or perform any of their covenants and obligations set out in this agreement, the Guarantor shall pay or observe and perform them.**
- 11.2. The Guarantor covenants with Kaplan as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 11.1 to indemnify and keep indemnified Kaplan against any failure by the Student to pay the Rent or any failure by the Student to observe or perform any of the Student's covenants or obligations set out in this agreement and/or the Behaviour Policy.

- 11.3. The liability of the Guarantor under clause 11.1 and clause 11.2 shall continue until the Licence Term comes to an end and the Student is released from the relevant covenants set out in this agreement.
- 11.4. The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- 11.4.1. any time or indulgence granted by Kaplan to the Student;
 - 11.4.2. any delay or forbearance by Kaplan in enforcing the payment of the Rent or the observance or performance of any of the Student's covenants and obligations set out in this agreement or in making any demand in respect of them;
 - 11.4.3. Kaplan exercising any right or remedy against the Student for any failure to pay the Rent or to observe or perform any of the Student's covenants and obligations set out in this agreement; or
 - 11.4.4. the Student dying or becoming incapable of managing its affairs.

12. Kaplan's right to enter the Room

- 12.1. Kaplan reserves the right for Kaplan, or any person acting on behalf of Kaplan, to enter the Room and to enter the Flat at any reasonable time:
- 12.1.1. to inspect the condition and state of repair of the Room or Flat;
 - 12.1.2. to carry out Kaplan's obligations under this agreement;
 - 12.1.3. to carry out repairs or alterations to the other rooms at the Property;
 - 12.1.4. to take gas, electricity or water meter readings;
 - 12.1.5. for any purpose mentioned in this agreement or connected with Kaplan's interest in the Property or any other property; and
 - 12.1.6. to show prospective Students or purchasers around the Room or Flat.
- 1.2. Where Kaplan is required to enter the Room, Kaplan will aim to give the Student at least twenty four (24) hours' prior notice, except in emergency circumstances where immediate entry is required.

13. Expiry of the Licence Term

- 13.1. At the end of the Licence Term (howsoever determined), the Student shall return the Room and the Room Contents to Kaplan in the condition required by this agreement.
- 13.2. Kaplan has the right to recover possession of the Room if the Licence Term has expired.
- 13.3. The Student shall provide Kaplan with a forwarding address once the Licence Term has come to an end.
- 13.4. The Student shall remove all personal possessions from the Room and Flat once the Licence Term has ended. If any of the Student's personal possessions are left at the Property after the Licence Term has ended, the Student shall be responsible for meeting all reasonable removal and storage charges. Kaplan shall remove and store the possessions for a maximum of one month. Kaplan shall take reasonable steps to notify the Student at the last known address. If the items are not collected within one month, Kaplan may dispose of the items and the Student

shall be liable for the reasonable costs of disposal. The costs of such removal, storage and disposal may be deducted from any sale proceeds.

14. Notices

14.1. Any notice to Kaplan sent under or in connection with this agreement shall be deemed to have been properly served if:

14.1.1. sent by first class post to Kaplan's address given in clause 14.5; or

14.1.2. left at Kaplan's address given in clause 14.5.

14.2. Any notice sent to the Student under or in connection with this agreement shall be deemed to have been properly served if:

14.2.1. sent by first class post to the Property or the Student's last known address is after the Licence Term has ended;

14.2.2. left at the Property; or

14.2.3. sent to the Student's email address.

14.3. Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:

14.3.1. sent by first class post to the Guarantor's address stated in the Parties clause;

14.3.2. left at the Guarantor's address stated in the Parties clause; or

14.3.3. sent to the Guarantor's email address.

14.4. If a notice is given in accordance with clause 14, it shall be deemed to have been received:

14.4.1. if delivered by hand, at the time the notice is left at the proper address;

14.4.2. if sent by first-class post, on the second Working Day after posting; or

14.4.3. if sent by email, at 9.00 am on the next Working Day after sending.

14.5. Kaplan's address for service is FAO: The General Manager, Kaplan Living Bournemouth, 51-65 Holdenhurst Road, Bournemouth. BH8 8GN

15. Counterparts

4.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16. Governing law

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

This agreement has been entered into on the date stated at the beginning of it.

Signatures:

Signed for and on behalf of
[KAPLAN {CITY} LIMITED]

.....

Date:.....

Name of Student: {NameFirst} {NameLast}

Signed by [NAME OF STUDENT]

.....

Date:.....

Name of Guarantor: {ContactName}

Signed by [NAME OF GUARANTOR]

.....

Date:.....