

**STUDENT OCCUPANCY AGREEMENT (“The Licence”)**

This document sets out your rights and responsibilities and you should read all of these before accepting the Agreement. The terms of this Licence must be read alongside the University’s other policies and regulations. By entering into this Agreement, you agree to be bound by those rules and regulations.

We feel that this firm approach is only right to ensure that all of our residents in McMillan Student Village can live happily in their accommodation. All other students living in your residence (where applicable) have the same rights and responsibilities as you.

For the purpose of this document the following terms mean:

<b>“The Licence”</b>	Student Occupancy Agreement
<b>“The Licensor”</b>	Trinity Laban Conservatoire of Music and Dance
<b>“You”</b>	«FName» «Sname»
<b>“The Residence”</b>	McMillan Student Village, Creek Road, Deptford, London, SE8 3BU (operated by Campus Living Villages)
<b>“The Room”</b>	«RoomDesc» or any other room(s) of a reasonably similar nature that The Licensor may, in its reasonable discretion, allocate to You in accordance with the terms of this Licence within The Residence.
<b>“The Common Areas”</b>	any area of The Residence designated by The Residence Manager as being for the common use of the occupants.
<b>“The Contents”</b>	any items provided for your use in The Room or The Common Areas.
<b>“The Period”</b>	«Rental_Period»
<b>“The Fee”</b>	«TotalRent» payable in full or in 3 instalments as provided in this Licence. If you are paying by instalments and miss a payment, we reserve the right to start an eviction process and the cost of this will be added to your outstanding debt, along with any monies due until a replacement can be found for your room.
<b>“Deposit”</b>	«DepositAmount» paid when applying for a room and retained by Trinity Laban will be returned to you less any deductions for repairs, cleaning etc., no later than 4 weeks after you vacate your room subject to you providing us with you bank details.
<b>“The Residence Handbook”</b>	any handbook issued by The Licensor or Campus Living Villages from time to time to occupants of The Residence upon and following signature of The Licence, setting out the service levels and guidance for occupation.
<b>“The Residence Manager”</b>	the person nominated from time to time by The Licensor and appointed by Campus Living Villages having management responsibility for The Residence

**“Campus Living Villages “** Campus Living Villages on behalf of The Licensor allows You to use The Room, The Common Areas and The Contents subject to your observance and performance of the terms of this Licence, but not otherwise. Campus Living Villages has appointed The Residence Manager to be the manager of The Room and The Common Areas and The Contents and with The Residence Manager retains control of The Room.

**STUDENT OCCUPANCY AGREEMENT (“The Licence”)**

1. The Licence is personal to You. On the date that You accept The Licence agreement, you enter into a legally binding contract with us which, for The Period of residence, and subject to the terms of The Licence, gives you the right to live in The Room and to use the Common Areas of The Residence.
2. The Room may only be used for study and residential purposes. The Room may not be shared, assigned, sublicensed or used by any other person. No profession, trade or business may be conducted from it, nor may it be used for any purpose which is illegal, immoral or otherwise objectionable to The Licensor including for the avoidance of doubt the use, sale or keeping of classified drugs or any other use which contravenes The Licence and/or The Residence Handbook.
3. When You sign The Licence agreement you commit to the payment of The Fee from the beginning of The Period to the end of The Period even though you may have graduated before the summer vacation and do not intend to return the following year. Your rights under The Licence shall cease at the end of The Period. You must vacate The Room by 10am on the last day of The Period 13<sup>th</sup> July 2019
4. If someone other than You pays all or part of the Fee to us directly, we will consider this as payment from You. Payment by someone else will not diminish or otherwise affect your responsibilities under The Licence or give rise to any tenancy or other rights benefiting that third party.
5. The Fee is payable by You for The Period and can be paid in one lump sum prior to the first day of The Period.

Alternatively, You must pay three instalments as follows:

- First payment to be made on or prior to 24<sup>th</sup> August 2018
- Second payment to be made on or prior to 8<sup>th</sup> January 2019
- Third payment to be made on or prior to 16<sup>th</sup> April 2019

Before you can move into your room you must either make a payment (the full fee or a first payment of a Trinity Laban instalment plan), or demonstrate that you will be able to pay later (i.e. proof of Student Finance or other information where requested).

Please note that payment by installment is only available if set up online at [www.trinitylaban.ac.uk/student-staff/online-payments](http://www.trinitylaban.ac.uk/student-staff/online-payments). Should any instalment of The Fee not be paid by the due payment dates then all remaining instalments of The Fee for the rest of The Period shall automatically become due.

If after signing The Licence You, fail to take up The Room at the beginning of The Period or if You leave during The Period You will nevertheless remain liable for The Fee for the whole Period unless otherwise agreed by The Licensor.

Until You are able to find someone else approved by The Licensor as a suitable person to take and pay for The Room, your Licence will continue and You will remain liable under it. As soon as a new occupant is found and commences to pay a Fee, your Licence will be terminated and You will be credited with any part of The Fee paid by the replacement occupant less any associated costs incurred by The Licensor. There is a £50 admin charge for processing a change of occupancy.

6. You will be provided with an inventory of the fixtures, fittings and furnishings for The Room and The Common Areas by The Residence at the commencement of The Period. You should check the inventory on arrival and report any damage or deficiency to The Residence Manager within 24 hours of taking occupation. The Licensor will assume that the inventory is correct; that everything is in good order and that The Contents are complete and undamaged if You have not responded within 24 hours.
7. You shall observe all rules and regulations, including those set out in The Residence Handbook operating within The Residence, which are expressly incorporated as if they were fully set out in this Licence.

- 8.1 The Licensor is authorised to ensure that You comply at all times with the terms and conditions of this Licence and You shall co-operate fully with them to ensure such compliance. To enable The Licensor to verify that You are in compliance and without limitation, You will afford The Licensor and/or The Residence Manager access to The Residence, The Common Areas and The Room for such purposes (as detailed in section 8.3.).
- 8.2 In order to exercise management and control and to identify and procure the rectification of any defects in The Residence, The Common Areas and The Room; Campus Living Villages, The Licensor and The Residence Manager reserve the right on reasonable prior notice (as detailed in section 8.3.) (a) to enter The Residence, The Common Areas and The Room for the purpose of inspecting the same, (b) carry out or procure the carrying out of rectification of any such defects and (c), if reasonably required, to move You to a different room of a reasonably similar nature.
- 8.3 By signing The Licence, You agree to give access to The Room/The Common Areas on the following basis:

<b>Purpose of entry</b>	<b>Minimum Notice which must be given to You</b>
In an emergency or for urgent repairs	Without notice
To carry out repairs and maintenance which You have requested	Without notice
To carry out general cleaning of The Common Areas and The Residence	Without notice
To carry out general repairs and maintenance	24 hours
To inspect The Room/The Common Areas	24 hours
To show The Room/The Common Areas to prospective residents	48 hours
If The Licensor, The Residence Manager, The Residence or Campus Living Villages has reason to believe that You have abandoned The Room	Without notice
If The Licensor, The Residence Manager, The Residence or Campus Living Villages suspects that a person other than You is residing in The Room or The Common Areas	Without notice
If The Licensor, The Residence Manager, The Residence or Campus Living Villages suspects that You or a person in The Room/The Common Areas breaches section 21 or any other rule that amount to serious misconduct.	Without notice

9. You may not cause, or allow to be caused, any damage to The Room, The Common Areas, The Residence or The Contents. You must take reasonable care of The Room, The Common Areas and The Contents and You are responsible for ensuring that your visitors do so also. Save for fair wear and tear, You will be responsible for the cost of repairing any damage caused by You or your visitors.
10. You must not remove The Contents or any of them from The Room or The Residence, nor may You authorise or permit anyone else to do so.
11. You may not invite the public (generally, or any specific section) to come to The Residence, nor may You use The Room for any purpose that attracts or is likely to attract casual callers.
12. You are responsible for the behavior of any invited guest (whether the invitation is expressed or implied) in The Room, The Common Areas, The Residence and the local neighbourhood surrounding the McMillan Student Village. You must ensure that they do not break the term of this Licence. If they do, You may be held responsible for any damage, undue wear and tear, or disturbance caused and You and that person could face legal or disciplinary action. Also, it may result in this Licence being terminated early.
13. No animals, (excluding guide dogs) including reptiles, fish, birds or insects are to be brought into The Room or The Residence.

14. You must not use or allow The Room or Common Areas to be used in any way that, in the reasonable opinion of The Licensor and/or The Residence Manager causes or is likely to cause annoyance or inconvenience to any other person. You agree to have and to show respect for other persons living and/or working in The Residence at all times including (but not limited to): -
  - 14.1. **Not doing anything which causes or is likely to cause any nuisance, injury, distress or annoyance to your neighbours, including when leaving or coming back to The Residence;**
  - 14.2. **Not doing anything which interferes with the peace, comfort, or convenience of other students and people living in The Residence, and the locality of The Residence (but not limited to) drunken behaviour and foul abusive and/or racist language;**
  - 14.3. Keeping noise or lighting at a level that does not interfere with the study, sleep or comfort of others at all times. This includes any noise or lighting from any radios, televisions, video recorders, music centres, personal computers, mobile phones, musical instruments or other equipment must not cause annoyance or inconvenience to any other person;  
**Respecting the prohibited playing of musical instruments between the hours of 21:00 and 09:00;**
  - 14.4. Not generating any smells which cause annoyance or inconvenience to other occupants of The Residence or adjoining premises;
  - 14.5. **Not harassing or threatening to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle), using violence or threatening to use violence, or verbally assaulting any person;**
  - 14.6. Not displaying any material visible in or from any part of any of The Common Areas or from outside The Residence, which, in the reasonable opinion of The Licensor and/or The Residence Manager, causes, or is likely to cause, offence to any person or is otherwise considered unsuitable or objectionable.
15. The Residence is a non-smoking Halls of Residence and consequently smoking is not permitted at McMillan Student Village.
16. You may not bring any items or materials into The Residence: -
  - 16.1. Which are explosive or highly flammable
  - 16.2. Which, in the reasonable opinion of The Residence Manager are dangerous, or, the use or possession of which is forbidden hereunder or by any relevant law or regulation.
17. You must comply with The Licensor's and/or The Residence Manager's security, fire, health and safety regulations which The Residence Manager shall make reasonably available for inspection and with any other measures or precautions implemented and notified to You by The Residence Manager for the purposes of promoting health and safety. In particular You must not do, or allow to be done, anything which, in the reasonable opinion of The Licensor and/or The Residence Manager would or might invalidate or cause any increase in the premium payable in respect of any policy of insurance maintained by The Licensor and/or Campus Living Villages in respect of The Residence, The Contents or any person occupying visiting or using them.
18. You must notify The Residence Manager immediately of any fire or accident resulting in injury to a person or damage to The Room, The Residence or The Contents, or of any suspicious circumstance which may affect the security of The Residence and/or its occupants.
19. You may not make any alterations to The Room or The Residence or The Contents or interfere with, add to or overload any electrical installations, pipes, taps or other apparatus for heating and water supply.

20. Any defects in The Room, The Common Areas and/or The Residence must be reported immediately to The Residence Manager and in accordance with The Residence Handbook.
21. The Residence Manager will arrange for cleaning as set out in The Residence Handbook but You will be charged for any extra cleaning over and above that which might be expected to be necessary from the proper use of The Room and/or The Common Areas as permitted by this Licence.
22. If You lose any keys to The Room or The Residence, You must notify The Residence Manager immediately. Under no circumstances may You duplicate keys and/or security passes or give our keys and/or security passes to others. You will be required to meet the cost of replacing any keys and/or security passes issued to You which are lost or which are not returned when You cease to use The Room.
23. You must remove all your possessions from The Room and Common Areas at the end of The Licence and leave The Contents in their original positions. The Room, Common Areas and Contents shall be left clean and in good repair.
24. Any additional sums due, as notified to the Licensor by The Residence Manager/Campus Living Villages will be added to your fee account. You will be informed in writing of any such sums by the Licensor and payment will be due on notification. These sums may include:
  - 24.1. Sums due on account of any damage to The Room, The Common Areas, The Residence and/or The Contents for which You are responsible under this Licence;
  - 24.2. Any extra cleaning costs due under paragraph 21 of this Licence;
  - 24.3. The replacement of any keys or security passes that are lost or not returned when The Licence ends;
  - 24.4. In the case of damage or loss to items within The Common Areas or the fabric of the structure thereof The Residence Manager will take all reasonable steps to identify and charge The Licensee responsible. If the person responsible cannot be identified with reasonable certainty then You in common with all other Licensees enjoying access to The Common Areas will be charged pro rata for the cost of rectification.
25. In certain circumstances The Licensor shall be entitled to treat this Licence as having been disregarded by You. If The Licensor elects to accept such disregard by You of this Licence, this Licence will forthwith terminate and You shall immediately vacate The Room and The Residence. These circumstances are: -
  - 25.1. If You fail to pay any instalment of The Fee when due or any other sum due from You to The Licensor under this Licence when demanded by The Licensor.
  - 25.2. If You misuse, damage or tamper with any item relating to fire prevention, safety or security, or in any way jeopardize the safety and security of others.
  - 25.3. If You willfully damage any part of The Room, The Common Areas, The Residence or The Contents or if You act in such a way in The Residence as to endanger the wellbeing of other residents and the good order of The Residence;
  - 25.4. If You cease to be a full-time student of a higher or further education institution except where that occurs as a result of your graduation from or the completion by You of the course of study that You were pursuing in which case this Licence will continue in the usual way to the end of The Period.
  - 25.5. If You bring illegal drugs on to, or use illegal drugs in any part of, The Residence or your guests or visitors do the same; or display such conduct in The Residence as, in the opinion of The Licensor and/or The Residence Manager renders You unfit to be in residence.

- 25.6. If You permit others to occupy The Residence without the permission of The Licensor and/or The Residence Manager.
- 25.7. If You display such conduct in The Residence or its grounds as, in the opinion of The Licensor and/or The Residence Manager, renders You unfit to be in residence, including but not limited to conduct which endangers the wellbeing of other residents. The Licensor will, if necessary, instigate Court proceedings to procure that The Room is vacated.
26. If The Licensor elects to accept the disregard of The Licence by You: -
  - 26.1. It will give You written notice of its decision by leaving it in The Room or affixing it to the door of The Room.
  - 26.2. This Licence will thereupon terminate and You shall vacate The Room and The Residence immediately.
  - 26.3. For each week or part of a week during which You fail to vacate The Room after this Licence has ended You will continue to be liable to pay a Licence fee calculated pro rata to The Fee on a weekly basis.
  - 26.4. Any property left by You in The Room or The Residence may be removed by The Licensor and/or The Residence Manager and disposed of. The Licensor reserves the right to pass on to You the reasonable cost of such disposal.
27. In certain circumstances, failure to comply with obligations set out in this Licence may also result in disciplinary proceedings being instigated by The Licensor.
28. Termination of this Licence through your default does not cancel any outstanding obligations, which You may owe to The Licensor, and You will still be liable to compensate The Licensor in respect of any period between termination of this Licence and the end of any period in which The Room remains unoccupied and unpaid for by another paying licensee.
29. If The Room is not ready for occupation at the start of The Period Campus Living Villages on behalf of The Licensor shall provide suitable alternative accommodation for You at Campus Living Villages' expense until The Room becomes ready for occupation by You and You shall continue to pay The Fee and other monies due under this Licence and so far as applicable the terms of this Licence shall apply to your occupation of the alternative accommodation.
30. Neither Campus Living Villages, The Residence Manager nor The Licensor accepts responsibility for your property left on any part of The Residence.
31. Where You do not occupy a room as a student or You cease to be a full time student and therefore are liable for Council Tax, You will be solely and personally responsible for the payment of any Council Tax liability chargeable in respect of your occupation of The Room and you will compensate The Licensor in respect of any liability it suffers as a result of any non-payment of Council Tax. At present, there is an agreement in place with the London Borough of Greenwich that ex-students remaining on a temporary basis will not be liable for Council Tax.

I understand and accept the terms and conditions stated above.

**SIGNED BY YOU (THE STUDENT):**

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**SIGNED FOR AND ON BEHALF OF  
THE LICENSOR:**

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**Date:**

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**DATA PROTECTION ACT 1998**

The information contained in this form will be used by Trinity Laban for the purposes of processing your application for accommodation in the McMillan Student Village. The information will form the basis of your tenancy record held by Trinity Laban Conservatoire of Music & Dance. The Institution's Data Protection Policy applies to this form, full details can be found by visiting our website – [www.trinitylaban.ac.uk](http://www.trinitylaban.ac.uk)



