

**METHODIST CHAPLAINCY HOUSE**  
**CONTRACT OF RESIDENCE**  
**Academic year 2011/12**

**PARTIES**

**The Licensor:** The Circuit Meeting of the West London Mission Circuit of the Methodist Church ("The Circuit Meeting")

**Licensor's Address  
(for service of Notices)** 19 Thayer Street, London, W1U 2QJ

**The Licensee/Resident:** \_\_\_\_\_

**Permanent Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Postcode:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**The Accommodation:** Room \_\_\_\_\_, Methodist Chaplaincy House  
58A Birkenhead Street  
London WC1H 8BW

**The Property:** Methodist Chaplaincy House  
58A Birkenhead Street  
London  
WC1H 8BW  
Phone: 020 7278 5640

**NATURE OF THIS AGREEMENT**

- a) The Property is held on lease by the Trustees for Methodist Church Purposes (a charitable body corporate) of Central Buildings, Manchester, M1 1JB ("The Board")
- b) The Board holds the property as custodian trustees upon the model trusts for the time being contained in Part 3 of Schedule 2 to the Methodist Church Act 1976 and the members are by Part 2 of that Schedule the managing trustees of the property
- c) This Licence is issued by the Circuit Meeting as such managing trustees and on behalf of the Board.
- d) The West London Mission Circuit is a circuit of the Methodist Church and as such a charity exempt from registration.

- e) Methodist Chaplaincy House is used to accommodate full-time students who wish to participate in a community with a Christian ethos (although it is open to those of any faith or none). Residents are not accepted unless they are students pursuing or intending to pursue a course of study. It is a condition of this agreement that you are a registered full-time student. The agreement ceases once you are no longer a registered full-time student.
- f) Regulation 5 (b) of The Assured and Protected Tenancies (Letting to Students) Regulations 1998 (statutory instrument number 1967) provides that a student letting from The West London Mission Circuit Meeting of the Methodist Church cannot be an assured or assured short-hold tenancy.

**DEFINITIONS**

In this agreement "We" means the Licensor (The West London Mission Circuit Meeting of the Methodist Church). "You" means the Licensee/ Resident.

**ACCOMMODATION DATES**

**From:** \_\_\_\_\_

**To:** \_\_\_\_\_

**1. AGREEMENT TO LET**

- 1.1 The Licensor permits the Licensee to occupy the accommodation for the agreed period together with the right to use the common parts of the property and subject to the terms of this agreement and the House Rules.
- 1.2 This agreement begins on \_\_\_\_\_.

**2. THE ACCOMMODATION**

- 2.1 The accommodation to be occupied comprises a bedroom simply furnished. In addition, you, the Licensee, will have use of communal bathroom and toilet facilities and the other communal areas including the dining room, kitchen, living room and computer room.

### 3. GENERAL TERMS

#### **Charges for residents**

- 3.1 The charges for residents for the academic year of 2011/12 are
- £ 363.00 per calendar month sharing a twin room
- £ 441.00 per calendar month for a single room
- 3.2 Fees are charged according to the agreed period of residence. No rebate is given should you arrive after the agreed start date of the period of residence or if you leave before the end of the agreed period (unless 28 days notice has been given).
- 3.3 The charges are payable monthly in advance; payment must be made on or before the 1<sup>st</sup> day of each month.
- 3.4 Residents who fail to pay accommodation charges by the due dates will be in breach of this agreement. Their licence may be terminated and they may face court proceedings.
- 3.5 No rebate on fees will be entertained when students take holidays during the period of their lease.

#### **Returning students**

- 3.6 Students who wish to apply for a place for the following academic year must give 4 weeks notice of the date of their intended departure and at the same time the date of their intended return. We cannot guarantee that there will be a room available unless a new contract of residence has already been entered into by both parties.
- 3.7 Anyone wishing to come back early needs to contact the Centre Manager at least 1 week before they wish to return, to check room availability. We cannot guarantee that a room will be available.

#### **Deposits**

- 3.8 A room deposit equal to your monthly rent is required upon acceptance of your application.
- 3.9 A charge of £10 will be made for any loss of room key/fob.
- 3.10 We may charge a reasonable sum for any damage to the accommodation or damage to the fixtures and fittings, furniture or contents damaged during the agreement, other than damage caused by fair wear and tear or caused due to any breach of our obligations. We may request immediate payment of a reasonable sum from you or we may deduct the sum from the deposit.

3.11 Subject to paragraph 3.9 and subject to your payments being paid up to date we shall return the deposit (without interest) to you at the end of the agreement.

### **Room allocation**

3.12 We do not offer a specific room but a place in the Methodist Chaplaincy House. We reserve the right to require you to move to another room from time to time.

3.13 In our discretion we will usually give you not less than 7 days notice in writing if we require you to move room.

### **Right of access**

3.14 We reserve the right to unrestricted access to the communal areas and to your room if necessary to inspect and carry out repairs or to check on your safety and welfare or to carry out cleaning/maintenance.

### **Information provided**

3.15 The Licensee warrants that the information about him or herself given to the Licensor prior to this agreement being entered is true.

3.16 The Licensee acknowledges receipt of a copy of the current House Rules.

## **4. THE LICENSOR'S OBLIGATIONS**

### **Moving in**

4.1 We will let you move into the accommodation on the date this Licence begins.

### **Repair of service installations**

4.2 We will keep in reasonable repair and proper working order the installations provided for space heating, water heating and sanitation and for the supply of water, gas and electricity.

### **Repair of common parts**

4.3 We will keep the building including all common facilities, lighting and heating in reasonable repair and fit for use.

### **Access**

4.4 We will usually give you at least 24 hours notice of any request for access to your room to carry out repairs.

### **Information**

4.5 We will provide you with information on our complaints procedure.

### **Consultation**

4.6 We will consult with residents prior to amending the House Rules or making changes in matters of housing management or maintenance which are likely to have a substantial effect on the residents.

## **5. YOUR RESPONSIBILITIES**

### **Scope of your responsibilities**

5.1 Your responsibilities will begin as soon as the Licence begins. You are also responsible for ensuring that your guests or visitors act in accordance with these responsibilities.

### **Moving in**

5.2 You agree to move into the room at the beginning of the tenancy and not to part with possession or share occupation with anyone else.

### **Charges**

5.3 You are responsible for paying the monthly charges due as set out in clauses 3.1 - 3.4 above.

### **Visitors**

5.4 You are responsible for any visitors that you bring on to the premises, for their behaviour while on the premises and for ensuring that they follow all house rules.

5.5 In the interests of safety in case of fire, and of the wellbeing of the House more generally, you are required to have written permission in advance from the Centre Manager or Warden for overnight guests, whether they stay in the guest room or in your own room. If you have a guest in your own room, there will be a charge of £4 per night.

### **Nuisance**

5.6 You must not cause a nuisance or annoyance to neighbours or to other tenants or to staff of the Licensor or agent and you must take all reasonable steps to ensure that any guests or visitors do not do so.

### **Harassment**

5.7 You must not harass any other residents, nor their visitors, neighbours, members of staff, agents or contractors in any way because of their race, colour, religious, spiritual or political beliefs, sex, sexual orientation or by reason of disability or for

any other reason, and you must take all reasonable steps to ensure that your guests or visitors do not do so.

### **Noise**

- 5.8 You must not allow any noise, for example from a radio, television, hi-fi or musical instrument to be so loud that it is a nuisance to your neighbours or other residents, or that can be heard from outside your room. The communal areas must be quiet from 23.00 to 07.00 hours.

### **Pets**

- 5.9 Pets are not permitted in the house.

### **Looking after your room**

- 5.10 You must keep the inside of your room clean and in good condition.

### **Communal areas**

- 5.11 You must leave all communal areas (TV room, common room, dining room, toilets, showers, bathrooms) clean and tidy. Although a cleaner carries out regular cleaning of the common areas, the cleaner is not responsible for washing up or clearing tables, which is the responsibility of residents.

### **Food & the kitchen**

- 5.12 Cooking appliances must not be used in your room under any circumstances.

### **Kitchen Duty**

- 5.13 You are required to take part in kitchen duty in accordance with the rota.

### **Reporting damage/repairs**

- 5.14 If you cause any damage to the property or fixtures and fittings or furniture, you must report the damage and repair or replace the damaged item. If you do not remedy the damage satisfactorily you may be charged for the repair or replacement.

### **Alterations**

- 5.15 You must not make any alterations to any fixtures, fittings or furniture or to the structure of the premises without prior authorisation from the Warden or from the Management Committee.

## **Health & Safety**

- 5.16 You must comply with health, safety and fire instructions given by us and/or displayed in the building and you must not do anything which is likely to endanger the health or safety of any occupier, member of staff, visitor or neighbour.

## **Access to the premises**

- 5.17 You must allow our staff access to your room at reasonable times to inspect or carry out repairs or maintenance or to check on your safety or welfare.

## **Insurance**

- 5.18 You must not do anything which could put any insurance policy held by us at risk. We do not insure your belongings, so you should take out your own insurance for these and for any other losses for which you may be liable.

## **Giving us information**

- 5.19 If after entering this agreement we then discover that you have deliberately given us false information, we may terminate your Licence.

## **House rules**

- 5.20 You must comply with the House Rules. House Rules may be amended from time to time. You will be consulted over any significant changes and notified of any changes.

## **Personal television**

- 5.21 If you have your own television set you are required by law to have a valid television licence.

## **Smoking**

- 5.22 Methodist Chaplaincy House is an entirely non-smoking house. Smoking is not permitted in any part of the building.

## **Illegal or immoral use**

- 5.23 You must not use the premises for any illegal, immoral or improper use, or for any activities contrary to the Standing Orders of the Methodist Conference.

## **Electrical Items**

- 5.24 You must make all personal electrical items available to the Centre Manager for safety testing.

## **House Meals**

- 5.25 You are strongly encouraged to attend the monthly house meal, and are required to attend at least six house meals during the course of the academic year.

## **6. ENDING THE LICENCE**

### **Notice given by you, the Licensee**

- 6.1 You must give us no less than 28 days notice in writing if you want to end this contract. The period of notice will start from the day we receive your notice. The accommodation charges will be due until the end of the notice period even if you leave before the end of the notice period.

### **Notice by the Licensor**

- 6.2 We will usually give you not less than 28 days notice in writing terminating the Licence.
- 6.3 In cases of violent or threatening or seriously disruptive behaviour we may issue an immediate notice or give you less than 28 days notice.

*You have the right to appeal our decision to end your Licence. This does not prejudice our right to require you to vacate the premises prior to the determination of your appeal.*

### **Grounds for the Licensor to end this licence**

- 6.4 We can end this Licence by issuing a written notice to you on one or more of the grounds listed below:
- i) You have failed to pay the charges due.
  - ii) You have failed to comply with or have breached any of the other conditions of this agreement.
  - iii) You have failed to comply with health and safety instructions
  - iv) You have caused damage to the property, fixtures or fittings in the property
  - v) You have caused serious and/or persistent nuisance to other residents, neighbours, or members of staff or acts of harassment.
  - vi) You are no longer a student.
  - vii) The agreed period of residence has come to an end or is about to come to an end.
  - vii) You have breached any of the terms of this agreement.

**Service of notices**

6.5 Any notice which we serve on you will be deemed as having been received by you and validly served if left in your room, whether by pinning it to the door or putting it under the door of your room, or by giving it to you in person.

**Moving out**

6.6 You must move out of your room and return the keys to us at the end of the contract. You must remove all your personal possessions and leave the building and our fixtures and fittings in good condition. Keys must be handed in prior to your departure. We will not be responsible for anything you leave behind at the end of the agreement, unless you make arrangements with us for storage. If you do not remove your items from the property within 6 weeks of the end of the agreement, we will be entitled to dispose of such items.

**Complaints**

6.7 If you feel that we have broken this agreement by not carrying out any of our responsibilities you may complain to us giving details of the breach or non-performance. You may request a copy of the complaints procedure.

6.8 If we fail to deal with your complaint to your satisfaction you can obtain advice and information from a Citizen's Advice Bureau, Housing Advice Centre, Law Centre or a solicitor.

Dated: .....

Signed: .....  
RESIDENT

Signed: .....  
On behalf of The West London Mission Circuit Meeting of the Methodist Church